Michael W. Sobol (SBN 194857)
msobol@lchb.com
David T. Rudolph (SBN 233457)
drudolph@lchb.com
Jallé H. Dafa (SBN 290637)
jdafa@lchb.com
John D. Maher (SBN 316157)
jmaher@lchb.com
Amelia A. Haselkorn (SBN 339633)
ahaselkorn@lchb.com
Nabila Abdallah (SBN 347764)
nabdallah@lchb.com
LIEFF CABRASER HEIMANN
& BERNSTEIN, LLP
275 Battery Street, 29th Floor
San Francisco, CA 94111
Telephone: 415.956.1000
Facsimile: 415.956.1008

*Attorneys for Plaintiffs and the Class*

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

SAN FRANCISCO DIVISION

Michael Katz-Lacabe, and Dr. Jennifer Golbeck, on behalf of themselves and all others similarly situated,

Plaintiffs,

vs.

ORACLE AMERICA, INC., a corporation organized under the laws of the State of Delaware,

Defendant.

Case No. 3:22-cv-04792-RS

**PLAINTIFFS' NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

Judge: Hon. Richard Seeborg

Date: November 14, 2024
Time: 1:30 p.m.
Courtroom: 3

Date Action Filed: August 19, 2022
Trial Date: Not set

(Declarations of David T. Rudolph and Steven Weisbrot filed concurrently herewith)

**NOTICE OF MOTION AND MOTION**

**TO DEFENDANT AND ITS ATTORNEYS OF RECORD:**

**PLEASE TAKE NOTICE THAT** on November 14, 2024, at 1:30 p.m., or as soon thereafter as the matter may be heard, in Courtroom 3 of the United States District Court for the Northern District of California, located at 450 Golden Gate Ave., San Francisco, CA 94102, Plaintiffs Michael Katz-Lacabe and Dr. Jennifer Golbeck ("Plaintiffs") will, and hereby do, move the Court for entry of an order pursuant to Rules 23(e) and (g) of the Federal Rules of Civil Procedure:

a. Granting final approval of the proposed Settlement as fair, reasonable, and adequate;

b. Confirming certification of the Settlement Class as defined as "all natural persons residing in the United States whose personal information, or data derived from their personal information, was acquired, captured, or otherwise collected by Oracle Advertising technologies or made available for use or sale by or through ID Graph, Data Marketplace, or any other Oracle Advertising product or service from August 19, 2018 to the date of final judgment in the Action;"

c. Confirming the Court's prior appointment of Class Representatives and Class Counsel;

d. Finding that Notice to the Class was directed and completed in a reasonable manner, and confirming the Court's prior appointment of Settlement Administrator;

e. Overruling the twenty-eight objections received, Dkts. 137/148, Dkt. 139, Dkt. 140, Dkt. 141, Dkt. 143, Dkt. 146, Dkt. 147, Dkt. 150, Dkt. 152, Dkt. 154, Dkt. 155, Dkt. 156, Dkt. 157, Dkt. 158, Dkt. 159, Dkt. 160, Dkt. 161, Dkt. 162, Dkt. 163, Dkt. 164, Dkt. 165, Dkt. 166, Dkt. 167, Dkt. 168, Dkt. 171, Dkt. 172, and Dkt. 173.

f. Granting the Motion for Attorneys' Fees, Reimbursement of Expenses and Plaintiff Service Awards (filed separately on August 28, 2024, *see* Dkt. 136); and

g. Entering final judgment as to Oracle in this action, filed concurrently herewith.

This Motion is supported by the following memorandum of points and authorities, the Declaration of David T. Rudolph in Support of Final Approval of Class Action Settlement and the exhibits attached thereto; the Declaration of Steven Weisbrot of Angeion Group, LLC re Implementation of the Notice Plan and the exhibits attached thereto regarding the settlement notice; the argument of counsel; all papers and records on file in this matter; and such other matters as the Court may consider. Plaintiffs' responses to all of the objections filed are incorporated herein by category.

## STATEMENT OF ISSUES TO BE DECIDED

Pursuant to Rule 23, this Motion raises the following issues:

1. Whether the Settlement Agreement entered between the parties is fair, reasonable, and adequate and should be approved under Rule 23(e) and controlling Ninth Circuit authority;

2. Whether the Settlement Class as defined in the Agreement should be certified under Rule 23(b)(3);

3. Whether Notice to the Class was directed and completed in a reasonable manner;

4. Whether the objections to the Settlement should be overruled;

5. Whether the appointment of Michael Katz-Lacabe and Jennifer Golbeck as Class Representatives should be affirmed;

6. Whether the appointment of Michael Sobol and David Rudolph of Lieff Cabraser Heimann & Bernstein LLP as Settlement Class Counsel should be affirmed;

7. Whether the appointment of Angeion Group, LLC as Settlement Administrator should be affirmed;

8. Whether, independently from the approval of the Settlement, to grant the Motion for Attorneys' Fees, Reimbursement of Expenses, and Plaintiff Service Awards (Dkt. 136); and

9. Whether final judgment should be entered against Oracle.

Dated: October 31, 2024

*/s/ Michael W. Sobol*

Michael W. Sobol (SBN 194857)
msobol@lchb.com
David T. Rudolph (SBN 233457)
drudolph@lchb.com
Jallé H. Dafa (SBN 290637)
jdafa@lchb.com
John D. Maher (SBN 316157)
jmaher@lchb.com
Amelia A. Haselkorn (SBN 339633)
ahaselkorn@lchb.com
Nabila Abdallah (SBN 347764)
nabdallah@lchb.com
LIEFF CABRASER HEIMANN & BERNSTEIN, LLP
275 Battery Street, 29th Floor
San Francisco, CA 94111-3339
Telephone: 415.956.1000
Facsimile: 415.956.1008

*Attorneys for Plaintiffs and the Class*

# TABLE OF CONTENTS


Page

I. INTRODUCTION ..... 1
II. BACKGROUND ..... 1
A. Summary of Settlement ..... 2
B. The Class Notice Plan ..... 2
C. Claims and Settlement Administration ..... 3
D. Oracle's Exit from the Ad Tech Industry ..... 4
III. ARGUMENT ..... 4
A. Class Members' Response to the Settlement Merits Final Approval. ..... 5
B. Consideration of Rule 23(e) Factors Merits Final Approval. ..... 6
1. Rule 23(e)(2)(A): The Class Representatives and Class Counsel Have Vigorously Represented the Class. ..... 6
2. Rule 23(e)(2)(B): The Settlement is the Result of Arm's Length Negotiations. ..... 6
3. Rule 23(e)(2)(C): The Settlement Provides Meaningful Relief to the Class. ..... 7
a. Rule 23(e)(2)(C)(i): Costs, risks, and delay from trial and appeal ..... 7
b. Rule 23(e)(2)(C)(ii): The effectiveness of distribution to the class ..... 8
a. Rule 23(e)(2)(C)(iii): Terms of proposed attorneys' fees and expenses ..... 8
b. Rule 23(e)(2)(C)(iv): Agreements to be identified under Rule 23(e)(3) ..... 9
c. Rule 23(e)(2)(D): The Settlement treats all Class Members equitably ..... 9
C. Class Member Objections Should Be Overruled. ..... 9
1. Objections to the Sufficiency of the Settlement Fund ..... 10
2. Objections to the Class Definition ..... 14
3. Objection to the Allocation of the Settlement Fund ..... 15
4. Objections to Adequacy of the Class Representatives and Class Counsel ..... 15
5. Objections to Notice ..... 16
6. Objections to the Claims Process ..... 17
7. Objections Regarding Insufficient Information ..... 18
8. Objection to the Claim and Exclusion Forms ..... 18
9. Objection to Settlement Administrator's Expenses ..... 19

**TABLE OF CONTENTS**
**(continued)**

**Page**


10. Objections to the Sufficiency of Non-Monetary Relief ..... 19

11. Inapplicable Objections ..... 20

D. The Settlement Class Should Be Certified. ..... 21

E. The Court Should Grant the Motion for Attorneys' Fees, Reimbursement of Expenses, and Plaintiff Service Awards. ..... 22

IV. CONCLUSION ..... 25

## TABLE OF AUTHORITIES

**Cases** **Page**

*Acosta v. Trans Union, LLC*,
240 F.R.D. 564 (C.D. Cal.), *superseded*, 243 F.R.D. 377 (C.D. Cal. 2007) ..... 13, 14

*Allen v. Bedolla*,
787 F.3d 1218 (9th Cir. 2015) ..... 10

*In re Anthem, Inc. Data Breach Litig.*,
15-MD-02617-LHK, 2018 WL 3960068 (N.D. Cal. Aug. 17, 2018) ..... 19, 24

*In re Anthem, Inc. Data Breach Litig.*,
327 F.R.D. 299 (N.D. Cal. 2018) ..... 5, 11

*In re Apple iPhone/iPod Warranty Litig*,
40 F. Supp. 3d 1176 (N.D. Cal. 2014) ..... 23, 25

*In re Apple iPhone/iPod Warranty Litig.*,
No. CV-10-01610, 2014 WL 12640497 (N.D. Cal. May 8, 2014) ..... 17

*In re Bluetooth Headset Prod. Liab. Litig.*,
654 F.3d 935 (9th Cir. 2011) ..... 24

*Brooks, et al. v. Thomas Reuters Corporation*,
No. 3:21-cv-01418-EMC-KAW ..... 14

*Browne v. American Honda Motor Co., Inc.*,
No. CV 09-06750 MM (DTBx), 2010 WL 9499072, at *15 (C.D. Cal. July 29, 2010) ..... 9

*Campbell v. Facebook, Inc.*,
951 F.3d 1106 (9th Cir. 2020) ..... 5

*Churchill Vill., LLC v. Gen. Elec.*,
361 F.3d 566 (9th Cir. 2004) ..... 6, 10

*City of Burlington v. Dague*,
505 U.S. 557 (1992) ..... 24

*Cottle v. Plaid Inc.*,
No. 20-CV-03056-DMR, 2022 WL 2829882 (N.D. Cal. July 20, 2022) ..... 5

*Cruz v. Sky Chefs*,
No. C-12-02705 DMR, 2014 WL 7247065 (N.D. Cal. Dec. 19, 2014) ..... 10

*Dyer v. Wells Fargo Bank, N.A.*,
303 F.R.D. 326 (N.D. Cal. 2014) ..... 25

*In re Facebook Biometric Info. Priv. Litig.*,
522 F. Supp. 3d 617 (N.D. Cal. 2021), *aff'd,* No. 21-15553, 2022 WL 822923 (9th Cir. Mar. 17, 2022) ..... 10, 11, 13, 25

*In re Facebook Internet Tracking Litig.*,
No. 5:12-MD-02314-EJD, 2022 WL 16902426 (N.D. Cal. Nov. 10, 2022), *aff'd sub nom. In re Facebook, Inc. Internet Tracking Litig.*, No. 22-16903, 2024 WL 700985 (9th Cir. Feb. 21, 2024) ..... 13

*In re Google LLC St. View Elec. Commc'ns Litig.*,
611 F. Supp. 3d 872 (N.D. Cal. 2020), *aff'd sub nom. In re Google Inc. St. View Elec. Commc'ns Litig.*, 21 F.4th 1102 (9th Cir. 2021) ..... 12

*In re Google Location Hist. Litig.*,
No. 5:18-CV-05062-EJD, 2024 WL 1975462 (N.D. Cal. May 3, 2024) ..... 17, 25

*In re Google Referrer Header Priv. Litig.*,
No. 5:10-CV-04809-EJD, 2023 WL 6812545 (N.D. Cal. Oct. 16, 2023) ..... 14

*Grey Fox, LLC v. Plains All-Am. Pipeline, L.P.*,
No. CV 16-03157 PSG, 2024 WL 4267431 (C.D. Cal. Sept. 17, 2024) ..... 25

*Hanlon v. Chrysler Corp.*,
150 F.3d 1011 (9th Cir. 1998) ..... 4

*In re Initial Pub. Offering Sec. Litig.*,
721 F. Supp. 2d 210 (S.D.N.Y. 2010) ..... 13

*Jabbari v. Farmer*,
965 F.3d 1001 (9th Cir. 2020) ..... 15

*Lane v. Facebook, Inc.*,
696 F.3d 811 (9th Cir. 2012) ..... 7, 15

*In re Lidoderm Antitrust Litig.*,
2018 WL 4620695 (N.D. Cal. 2018) ..... 25

*In re Lithium Ion Batteries Antitrust Litig.*,
No. 13-MD-02420 YGR (DMR), 2020 WL 7264559 (N.D. Cal. Dec. 10, 2020), *aff'd,* No. 21-15120, 2022 WL 16959377 (9th Cir. Nov. 16, 2022) ..... 14

*Medeiros v. HSBC Card Servs., Inc.*,
No. CV 15-09093 JVSA (AFMx), 2017 WL 11632870 (C.D. Cal. Oct. 23, 2017) ..... 12

*In re Omnivision Techs., Inc.*,
559 F. Supp. 2d 1036 (N.D. Cal. 2008) ..... 23

*In re Online DVD-Rental Antitrust Litig.*,
779 F.3d 934 (9th Cir. 2015) ..... 14

*Perkins v. Linkedin Corp.*,
No. 13-CV-04303-LHK, 2016 WL 613255 (N.D. Cal. Feb. 16, 2016) ..... 9, 12, 14, 19

*Rodriguez v. West Publishing Corp.*,
563 F.3d 948, 965 (9th Cir. 2009) ..... 11

*Sugarman v. Ducati N. Am., Inc.*,
No. 5:10-CV-05246-JF, 2012 WL 113361 (N.D. Cal. Jan. 12, 2012) ..... 6

*In re TikTok, Inc., Consumer Privacy Litig.*,
617 F. Supp. 3d 904 (N.D. Ill. 2022) ..... 5

*In re Transpacific Passenger Air Transportation Antitrust Litig.*,
No. C 07-05634 CRB, 2015 WL 3396829 (N.D. Cal. May 26, 2015), *aff'd,* 701 F. App'x 554 (9th Cir. 2017) ..... 15

*Vizcaino v. Microsoft Corp.*,
290 F.3d 1043 (9th Cir. 2002)..... 24

*In re Volkswagen "Clean Diesel" Marketing, Sales Practices, and Prods. Liab. Litig.*,
MDL No. 2672 CRB (JSC), 2017 WL 2212780 (N.D. Cal. May 17, 2017) ..... 5

*In re Wal-Mart Wage & Hour Emp. Pracs. Litig.*,
MDL No. 1735, No. 2:06-cv-00225-PMP-PAL, 2010 WL 786513 (D. Nev. Mar. 8, 2010)..... 13

*In re Yahoo! Inc. Consumer Data Security Breach Litig.*,
No. 16-md-02752-LHK, 2020 WL 4212811 (N.D. Cal. July 22, 2020)..... 5

*In re Zoom Video Commn's, Inc. Privacy Litig.*,
No. 3:20-cv-02155-LB, 2022 WL 1593389 (N.D. Cal. Apr. 21, 2022) ..... 5

**Court Rules**

Fed. R. Civ. P. 23(h) ..... 24

## I. INTRODUCTION

Pursuant to the Court's Preliminary Approval Order, the Settlement Administrator has successfully implemented the Class notice and Claims programs. Class notice has been effective, reaching approximately 214,000,000 people, *i.e.*, 97% of the Class, with an average notice frequency of 3.18 times per Class Member. The Claims program has resulted in over 3.2 million submitted claims, falling squarely within the estimated claims response rate reported to the Court at Preliminary Approval. The objections filed are a minute fraction of the class, *i.e.*, twenty-eight total objections, as are the 481 requested opt-outs, which pale in comparison to the 3.2 million claims received. The objections share Plaintiffs' deep concern for the practices giving rise to this lawsuit, and thus primarily assert a wish for greater monetary compensation. Respectfully, however, the objections fail to account for the risks, as noted by the Court at Preliminary Approval, inherent in the further litigation of these untested, novel claims. Based on the current estimate of valid claims, Class Members will recover approximately $25 each. This is meaningful compensation for non-out-of-pocket losses, especially in light of the legal and factual risks associated with litigating this case. Accordingly, the Court should grant final approval of the Settlement.

The fee request abides by the Ninth Circuit's benchmark of 25% of the common fund and falls comfortably within the range of multipliers on lodestar that are typically awarded in settlements with similarly sized funds. Based on the extraordinary results achieved for the Class, and all relevant factors under guiding Ninth Circuit precedent, the requested fee is reasonable. Respectfully, the objections to the fee request would effectively have the Court replace Ninth Circuit jurisprudence with objector's individual value judgments. The Court should also grant Class Counsel's request for attorneys' fees, expenses, and Class Representative service awards.

## II. BACKGROUND

On August 9, 2024, the Court granted Preliminary Approval. The appointed Settlement Administrator has implemented the Court-ordered Notice and Claims programs.

### A. Summary of Settlement

A summary of the Settlement terms was provided at Preliminary Approval. Dkt. 132 at Background § III. The Settlement requires Oracle to establish a $115 million non-reversionary Settlement Fund to pay Class Member claims, costs of Class notice and administration, Class Counsel's attorneys' fees and expenses, and Class Representative Service Awards. The Settlement also provides non-monetary relief which addresses the conduct at issue, as described in Section III.C., *infra*. SA ¶ 3.5. The Settlement Class will release any claims against Oracle and the Released Parties that are based on, or arise from, one or more of the same factual predicates or theories of liability as alleged in the operative complaint (Dkt. 87). SA ¶¶ 10.2, 10.3.

Class Counsel has moved for an award of 25% of the Settlement as attorneys' fees, which yields a modest lodestar multiplier of 2.91, reimbursement of expenses reasonably incurred in this litigation, and service awards of $10,000 for each of the Settlement Class Representatives. *See* Dkt. 136. The Settlement is not conditioned upon the Court's approval of service awards, attorneys' fees, or expenses, and Oracle was entitled to oppose the request for attorneys' fees and expenses. SA ¶¶ 8.1, 8.3, 8.5.

### B. The Class Notice Plan

The Settlement Administrator successfully executed the Notice Plan approved by the Court. *See* Dkt. 135; Declaration of Steven Weisbrot of Angeion Group, LLC ("Weisbrot Decl.") ¶¶ 6–42. On August 29, 2024, the Settlement Administrator commenced the primary notice method via the media campaign and the supplemental email notice. *Id.* ¶¶ 12–24. Within the 49-day Notice Period, the media campaign, consisting of state-of-the-art internet notice, a paid search campaign, engagement on social media, and press releases, was completed. *Id.* ¶¶ 12–16. The media campaign resulted in the delivery of over 679 million impressions, exceeded expectations by reaching an estimated 83.3% of the target population of 256.4 million, translating to 97% of the estimated Settlement Class of 220 million. *Id.* ¶ 7. During the notice period, the supplemental email notice campaign was also fully effectuated. *Id.* ¶¶ 17–24. After de-duplicating approximately 840 million email addresses, all of the nearly 456 million unique emails were sent between August 29 and September 28, 2024. *Id.* ¶ 20. "Non-deliverable" emails were given

multiple further attempts, and a secondary "reminder" email campaign went to the successfully delivered addressees until the end of the Notice Period. *Id.* ¶¶ 23–24.

A Settlement Website allowed those receiving direct notice, or learning about the Settlement from the press, to obtain further information. Weisbrot Decl. ¶¶ 30–33; *see also* www.katzprivacysettlement.com. It housed copies of the Detailed Notice, Claim Form, Exclusion Form, a frequently asked questions page, a "contact us" page, and key litigation documents such as the Second Amended Complaint, the Court's three orders on Oracle's motions to dismiss, and all filings related to the Settlement. *Id.* ¶¶ 30, 32. To date, there have been more than 14 million unique visits to the Settlement Website. *Id.* ¶ 33.

In addition, due to the prominence of this case, there was a large volume of naturally occurring media coverage of the Settlement, further notifying the Class. *Id.* ¶ 28 & Ex. G. *USA Today*, MSN, and other news outlets ran full articles on their websites reporting on the Settlement and the Settlement Class, often relaying instructions on how to submit claims. *Id.*

### C. Claims and Settlement Administration

As of October 28, the Settlement Administrator received and responded to more than 28,000 emails, the interactive voice response system received more than 40,000 calls, more than 91,000 visitors to the Settlement Website engaged with the chat feature, and the Settlement Administrator had sent a copy of the Detailed Notice and/or Claim Form to each of the 1,816 individuals who requested one or both. The Settlement Administrator spent dozens of hours interfacing with individuals responding to the Settlement during the Notice Period. *Id.* ¶ 31, 35–36. In addition, Class Counsel's office fielded questions (via email, telephone, and mail) from approximately 521 individuals, responding to every communication, often with multiple follow-ups. Rudolph Decl. ¶ 4. Most communications sought assurance that the notice received was not a scam and/or asked for help completing the Claim Form. *Id.* (Some doubt about inclusion in the Class was precipitated by that fact that Oracle is not in privity with Class Members, and thus they have no direct experience with them. *Id.* ¶ 5.)

### D. Oracle's Exit from the Ad Tech Industry

On September 30, 2024, Oracle ended all Oracle Advertising products.[1] *See also* Dkt. 87, SAC. In effect, Oracle announced it would shut down the business units responsible for virtually all of the conduct that is at issue in this case and will automatically delete its customers' data "once [its] obligations are met," and will "end relationships with data providers."[2] As one commentator put it, "the legal baggage of [this] class action lawsuit," made it necessary for Oracle to "convince the market its solutions are viable."[3]

## III. ARGUMENT

At preliminary approval, the Court found ample support to find that the proposed Settlement is "fair, reasonable, and adequate" pursuant to Rule 23(e), that the proposed Settlement Class may be certified under Rules 23(a) and (b), and thus granted preliminary approval of the Settlement, consistent with the Federal Rules, prevailing case law, and the Northern District's Procedural Guidance for Class Action Settlements. *See* Preliminary Approval Order, Dkt. 135 ¶ 6; *see also Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1019, 1022, 1025 (9th Cir. 1998). Nothing has changed since then that would disrupt these findings.

---

[1] Specifically the complained-of products, including Oracle Cloud Data Management Platform (comprising the BlueKai business, including the BlueKai "Core Tag" tracking mechanism and associated cookies and pixels, Datalogix, and the Data Marketplace); Digital Audiences (including OnRamp, the primary Oracle service utilizing Oracle's ID Graph); and Cross-Device tracking. *See Oracle Advertising*, https://www.oracle.com/advertising/ ("Oracle has decided to exit the Advertising business and will no longer be providing Oracle Advertising services and solutions"). *See also Oracle Advertising End-of-Life Frequently Asked Questions*, Oracle (June 17, 2024), https://www.oracle.com/contracts/docs/oracle-advertising-end-of-life-faqs.pdf?download=false.

[2] Tim Cross, *Oracle Quietly Exits the Advertising Business*, VideoWeek (June 12, 2004), https://videoweek.com/2024/06/12/oracle-quietly-exits-the-advertising-business/ (noting this lawsuit "put extra pressure" on Oracle to close its ad business); Stephanie Liu, Mo Allibhai, and Xiaofeng Wang, *Oracle Exits the Advertising Business*, Forrester (June 19, 2024), https://www.forrester.com/blogs/oracle-exits-the-advertising-business/ ("In Oracle's case, consumer privacy awareness manifested as a class-action lawsuit alleging that Oracle built 'digital dossiers' on millions of people without their consent. While a judge dismissed some of the claims in the original lawsuit, it is still proceeding through the legal system and remains unresolved.").

[3] Andrew Birmingham and Nadia Cameron, *$1.7bn wipeout*, Mi3 (June 17, 2024), https://www.mi-3.com.au/index.php/17-06-2024/oracles-ad-tech-retreat-suggests-gross-miscalculation-also-speaks-volumes-about-state.

**A. Class Members' Response to the Settlement Merits Final Approval.**

The Class's response demonstrates overwhelming support for the Settlement. Participation in the claims process was positive and fell squarely within the range anticipated and reported to the Court at preliminary approval. As of October 28, 2024, 3,234,120 claims have been submitted, which, based on the estimated class size of 220 million members, yields a claims rate of 1.47%. Weisbrot Decl. ¶ 37.[4] The claims rate aligns with the Settlement Administrator's estimate at preliminary approval and is in line with those in other privacy settlements. *See* Dkt. 132 at 14 (predicting a claims rate between 1.5% and 2.5%); Dkt. 132-3, Chart of Selected Comparable Case Outcomes (listing claims rates as low as .08%); *see also, e.g.*, *Cottle v. Plaid Inc.*, No. 20-CV-03056-DMR, 2022 WL 2829882, at *5 (N.D. Cal. July 20, 2022) (approving settlement with a 1.28% claims rate); *In re Zoom Video Commn's, Inc. Privacy Litig.*, No. 3:20-cv-02155-LB, 2022 WL 1593389, at *4 (N.D. Cal. Apr. 21, 2022) (approving a settlement with a claims rate of about 1%); *In re TikTok, Inc., Consumer Privacy Litig.*, 617 F. Supp. 3d 904, 921 (N.D. Ill. 2022) (approving a settlement with a 1.4% claims rate); *In re Yahoo! Inc. Consumer Data Security Breach Litig.*, No. 16-md-02752-LHK, 2020 WL 4212811, at *20 (N.D. Cal. July 22, 2020) (approving settlement with 0.6% claims rate); *In re Anthem, Inc. Data Breach Litig.*, 327 F.R.D. 299, 329 (N.D. Cal. 2018) (approving a settlement with a 1.8% claims rate).

In contrast, a relatively small number (and percentage) of Class Members opted-out or objected to the Settlement. Four hundred eighty-one Class Members have opted out of the Settlement, or just 0.015% of those who responded to the Settlement. Weisbrot Decl. ¶ 43. *See, e.g.*, *In re Volkswagen "Clean Diesel" Marketing, Sales Practices, and Prods. Liab. Litig.*, MDL No. 2672 CRB (JSC), 2017 WL 2212780, at *10 (N.D. Cal. May 17, 2017) (approving a settlement with a 0.11% opt out rate). Only twenty-six Class Members, or 0.0008% of Class Members who responded, filed an objection to the Settlement. Weisbrot Decl. ¶ 44 (two objectors filed two objections each). The overwhelming support for the Settlement supports granting final

[4] These numbers are subject to the Settlement Administrator's further review for potential invalid claims. Weisbrot Decl. ¶ 40. To ensure that Class Members who intended to submit a claim had ample opportunity to do so, as is best practice, the Settlement Administrator provided ten days of leniency following the Claims Deadlines where it continued to accept claims and assisted Class Members who reached out for help. *See, e.g.*, Weisbrot Decl. ¶¶ 57, 59.

approval. *See Campbell v. Facebook, Inc.*, 951 F.3d 1106, 1121 (9th Cir. 2020) (a positive "reaction of the class members to the proposed settlement" indicates its fairness); *Sugarman v. Ducati N. Am., Inc.*, No. 5:10-CV-05246-JF, 2012 WL 113361, at *3 (N.D. Cal. Jan. 12, 2012) (objections from 42 of 38,774 class members—more than 0.1 percent—is a "positive response"); *Churchill Vill., LLC v. Gen. Elec.*, 361 F.3d 566, 577 (9th Cir. 2004) (affirming district court's approval of settlement where forty-five of 90,000 class members objected to the settlement (.05%), and 500 class members opted out (.56%)). The substance of each these twenty-eight objections is addressed in Section III.C.

**B. Consideration of Rule 23(e) Factors Merits Final Approval.**

The proposed Settlement readily satisfies these criteria of Fed. R. Civ. P. 23(e).

**1. Rule 23(e)(2)(A): The Class Representatives and Class Counsel Have Vigorously Represented the Class.**

At Preliminarily Approval, the Court found that the Class Representatives and Class Counsel have adequately represented the class, stating that "these attorneys are competent and capable of exercising the responsibilities of Class Counsel and that Settlement Class Representatives will adequately protect the interests of the Settlement Class." Dkt. 135 ¶ 7. The successful implementation of the Settlement to date, as described herein, confirms this previous finding of the Court.

**2. Rule 23(e)(2)(B): The Settlement is the Result of Arm's Length Negotiations.**

The Settlement "is the result of informed, arm's-length negotiations between experienced class action attorneys and made with the assistance of the mediation services of Professor Eric D. Green, Esq. and Fouad Kurdi, Esq." Dkt. 135 ¶ 3. The Settlement is informed by extensive discovery and expert analysis that allowed Plaintiffs to make a thorough evaluation of not only the strengths and weaknesses of their claims, but also the fairness, reasonableness, and adequacy of the Settlement. Dkt. 132 at 20–21. Class Members have had a reasonable opportunity to file claims, opt-out, and object. Weisbrot Decl. ¶ 69. Further, Class Counsel's application for an award of attorneys' fees is to be considered independently from the approval of the Settlement, and neither Class Counsel nor the Class Representatives can terminate the Settlement based on

the Court's ruling on attorneys' fees or Service Awards. *See* Dkt. 135 ¶ 29; SA ¶¶ 8.3, 8.5. As such, the Settlement also meets the "higher standard of fairness" applicable to settlements reached before class certification. *Lane*, 696 F.3d at 819 (citation omitted).

**3. Rule 23(e)(2)(C): The Settlement Provides Meaningful Relief to the Class.**

The relief to the Class is meaningful. On monetary relief, the Settlement provides the third largest common fund of any non-data breach privacy settlement, and the highest common fund amount of any privacy case where no direct relationship exists between defendant and the class. *See* Dkt. 132–3 (surveying fifteen comparable non-data breach privacy class action settlements); Dkt 132 at 19 (the only two privacy class action settlements larger than this one not involving a data breach involved Facebook). The Settlement Fund of $115 million will not revert to Oracle and will enable the distribution of a meaningful $25 in compensation to every valid claimant. On non-monetary relief, the prohibitory injunction addresses the practices at the heart of Plaintiffs' allegations: for as long as Oracle continues to offer the products and services described in the operative complaint, it (i) will not capture certain complained-of electronic communications and (ii) will implement an audit program to review its customers' compliance with contractual consumer privacy obligations. SA ¶ 3.5; *see* Dkt. 77 at 9 (limiting electronic "content" for Plaintiffs' CIPA claim to referrer URLs and data entered into forms). As Oracle shuts down its ad tech business, the Settlement ensures that if Oracle returns to this area of commerce, its practices will be subject to the injunctive relief standards.

**a. Rule 23(e)(2)(C)(i): Costs, risks, and delay from trial and appeal**

This is a novel case, predicated on the innovative application of legal theories and privacy rights against a defendant with substantial resources to mount a vigorous defense. Success at class certification, summary judgment, trial, and on appeal is far from certain. While the Court maintained certain claims at the pleading stage, it made clear that "some [had] barely [survived]." Dkt. 49 at 23. Trial presented not only the usual risks, but also Oracle's cessation of its advertising business may add difficulty to obtain testimony from key witnesses.

**b. Rule 23(e)(2)(C)(ii): The effectiveness of distribution to the class**

The Settlement provides that each Class Member who submits a valid claim form will receive a pro rata distribution from the Net Settlement Fund.[5] *See* SA ¶¶ 3.1; Dkt. 135 ¶ 18. A highly effective distribution of the Net Settlement Fund will be achieved by a combination of the state-of-the-art Notice Plan, a simple and easily accessible claims process, and an intensive responsiveness to Class Members' inquiries and concerns. As detailed in Section II.B, *supra*, the Notice Plan successfully reached 83.3% of the target audience of 256.4 million via the media plan, in addition to direct email. Weisbrot Decl. ¶¶ 47. Class Members were able to submit a simple online claim form through the Settlement Website or by regular mail. *See* SA ¶ 7.2.1.

To assist with the distribution, the Settlement Administrator maintained an active call center that received approximately 40,000 calls. Weisbrot Decl. ¶ 35. It also responded to over 28,000 email inquiries. *Id.* ¶ 36. On the Settlement website, which received over 14 million unique visits, over 91 thousand Class Members engaged with the chat feature. *Id.* ¶¶ 31–33. Additionally, Class Counsel has directly responded to questions about the Settlement and claim form process received via email, phone, and mail from 521 individuals, and sent the claim form, opt-out form, detailed notice, and the operative complaint to approximately 104 individuals. Declaration of David T. Rudolph in Support of Final Settlement Approval ("Rudolph Decl.") ¶ 4. While claim validation continues, approximately 3.2 million claims have been received, representing 1.47% of the estimated Class—as set forth in Section III.A, *supra*, this evidences a successful distribution and is well within the response rate typically warranting approval of a class Settlement.

**a. Rule 23(e)(2)(C)(iii): Terms of proposed attorneys' fees and expenses**

As detailed in Plaintiffs' Motion for Attorneys' Fees and Expenses (Dkt. 136) and as summarized in Section III.E, below, Class Counsel's fee request is within the usual range of fee awards that are approved in the Ninth Circuit and the request is merited. Class Counsel will not

[5] The Net Settlement Fund is "the Settlement Fund, less any Attorneys' Fee and Expense Payment, Service Awards, Settlement Administrator expenses, and taxes." SA ¶ H.

be paid any fees until after the Court has granted final approval of the Settlement, and there are no issues with timing that might raise concern. *See* SA ¶¶ 3.2.13, 8.3.

**b. Rule 23(e)(2)(C)(iv): Agreements to be identified under Rule 23(e)(3)**

Plaintiffs and Class Counsel have not entered into any agreements that must be identified under Rule 23(e)(3).

**c. Rule 23(e)(2)(D): The Settlement treats all Class Members equitably**

The Settlement provides equal access to the Net Settlement Fund and each claimant will receive the same pro rata share of the Settlement Fund. All Class Members will benefit from the non-monetary relief. *See* SA ¶ 3.5.

## C. Class Member Objections Should Be Overruled.

Plaintiffs take seriously the objections of the Class Members, have scrutinized each of them thoroughly, and address each objection in the pages that follow. The gravamen of the objections seem propelled by deep concern and outrage over Oracle's alleged conduct that this litigation brought to light. *See, e.g.*, Dkt. 146 ("The class deserves a jury trial because that would make public the sordid details of Oracle's extensive and intrusive surveillance activities."); Dkt. 152 (expressing shock at the detailed level of information contained in her OARRR); Dkt. 164 ("The kind of mass surveillance Oracle and its partners have engaged in is unprecedented and dangerous."); Dkt. 163 (Oracle "remains in business despite its apparent and purported illegal activities."). This leads most objectors to the conclusion that the consideration for the Settlement is insufficient, and that Oracle should pay much, much more to compensate the Class. There is no question that the allegations, taken as true, merit significant relief, but Plaintiffs respectfully disagree about the sufficiency of the Settlement. Rather, Plaintiffs are steadfast that the Settlement is an outstanding achievement that fairly resolves the claims, particularly in light of the risks and delay of further litigation. "That certain Class Members evaluate the risks differently, or would prefer to go to trial despite those risks, does not prevent the Court from granting final approval to the Settlement." *Perkins v. Linkedin Corp.*, No. 13-CV-04303-LHK, 2016 WL 613255, at *6 (N.D. Cal. Feb. 16, 2016) (citing *Browne v. American Honda Motor Co.*,

*Inc.*, No. CV 09-06750 MM (DTBx), 2010 WL 9499072, at *15 (C.D. Cal. July 29, 2010)); *Allen v. Bedolla*, 787 F.3d 1218, 1223 (9th Cir. 2015) ("[I]t is the nature of a settlement, as a highly negotiated compromise . . . that it may be unavoidable that some class members will always be happier with a given result than others.") (internal quotation marks omitted).

To date, twenty-eight objections to the Settlement have been filed with the Court: Dkts. 137/148, Dkt. 139, Dkt. 140, Dkt. 141, Dkt. 143, Dkts. 146/173, Dkt. 147, Dkt. 150, Dkt. 152, Dkt. 154, Dkt. 155, Dkt. 156, Dkt. 157, Dkt. 158, Dkt. 159, Dkt. 160, Dkt. 161, Dkt. 162, Dkt. 163, Dkt. 164, Dkt. 165, Dkt. 166, Dkt. 167, Dkt. 168, Dkt. 171, and Dkt. 172. These twenty-eight objections represent only 0.0009% of the approximately 3.2 million Class Members who responded, or approximately 1 out of every 114,000 responding Class Members. The Court should "appropriately infer that [this] class action settlement is fair, adequate, and reasonable" where, as here "few class members [have] object[ed] to it." *Cruz v. Sky Chefs*, No. C-12-02705 DMR, 2014 WL 7247065, at *5 (N.D. Cal. Dec. 19, 2014); *see Churchill Village*, 361 F.3d at 577 (affirming settlement approval with an objection rate of 0.05%—many times larger than the objection rate here).

Even though objections are few in number, to the extent the basis for each objection can be discerned, Plaintiffs respectfully address them by subject matter:[6]

**1. Objections to the Sufficiency of the Settlement Fund**

Most objections (seventeen of twenty-eight) express that the $115 million monetary relief is too low: Dkt Nos. 137 and 148 (submitted by the same person), 139, 140, 141, 146, 147, 150, 152, 156–159, 163, 164,[7] 166, and 172. Respectfully, these objections do not adequately account for the risks and delays involved in further litigation, making "no effort to tie [their comments] to the disputes that would actually go to trial." *In re Facebook Biometric Info. Priv. Litig.*, 522 F. Supp. 3d 617, 627 (N.D. Cal. 2021), *aff'd,* No. 21-15553, 2022 WL 822923 (9th Cir. Mar. 17,

[6] Objections to Class Counsel's fee request are treated separately in Section I.E.

[7] Anthony Trupia who submitted this objection pro se professes that he has "been a regular actor in the courts for one reason only: I want my legal civil rights, and the legal civil rights of my fellow citizens, to be real." Dkt. 164 at 3. However, in correspondence with counsel for the parties, Mr. Trupia sought a private payout. *See* Exhibits 1 and 2 attached to the Rudolph Decl.

2022); *see also* Dkt. 146 at 2 (conceding that "a jury trial could add years to the resolution of this issue and that the technical details may be too complex for jurors to adequately understand."). These objections also undervalue the benefits of immediate injunctive relief and fail to "sufficiently account for the fact that the Settlement is likely to send a strong message to [the] Defendant[]," as demonstrated, in Class Counsel's view, by Oracle's exit from the ad tech industry. *In re Anthem, Inc. Data Breach Litig.*, 327 F.R.D. 299, 322 (N.D. Cal. 2018).

In contrast, Plaintiffs adhered to the Northern District's Procedural Guidance for Class Action Settlements, and engaged in an analysis of each claim. As the Court then found, at Preliminary Approval, further litigation entails numerous risks, uncertainties, complexities, and delay, whereas the Settlement secures a timely and certain cash recovery for the Class, paired with injunctive relief. *See* § III.B.3.a, *supra*; Dkt. 132 at 11–13. *See In re Facebook Biometric Info. Priv. Litig.*, 522 F. Supp. 3d at 626 ("Our circuit has acknowledged that judging the adequacy of the payout to the class under [the Rule 23(e)(2)(C)] factors is 'an amalgam of delicate balancing, gross approximations and rough justice[.]'") (quoting *Rodriguez v. West Publishing Corp.*, 563 F.3d 948, 965 (9th Cir. 2009)).

In addition to uncertainty regarding liability, whether Class Members would establish a right to classwide compensation is highly uncertain. A classable compensatory damage theory would not likely include out-of-pocket expenses. Alternative theories of compensatory damages, such as "presumed" damages are less susceptible to a fixed calculation, and therefore, carry a significant level of uncertainty. Moreover, given the recency of Internet-era data privacy cases, alternative damages theories are somewhat untested. Although Plaintiffs vigorously assert that nominal damages should not, in any way, be the limit of compensation to the Class, Plaintiffs nonetheless ran the risk that nominal damages would be the limit of compensatory damages. Indeed, rather than a mere $1 in nominal damages, under the Settlement, valid claimants will receive approximately $25, and in that sense the Settlement resolves uncertainty over classwide damages very much in the Class's favor.

Uncertainty also exists with regard to Plaintiffs' recovery of statutory damages. For one, the Court dismissed the ECPA claim with prejudice, leaving Plaintiffs with only the right to

appeal. Second, the ECPA's statutory damages are discretionary, even with a finding of liability. *See In re Google LLC St. View Elec. Commc'ns Litig.*, 611 F. Supp. 3d 872, 888 (N.D. Cal. 2020), *aff'd sub nom. In re Google Inc. St. View Elec. Commc'ns Litig.*, 21 F.4th 1102 (9th Cir. 2021) ("It was uncertain . . . whether, even if Plaintiffs won, the Court would exercise its discretion under the ECPA by awarding full statutory damages per class member, or no statutory damages at all."). Further, courts recognize that CIPA's high statutory damages, awarded on a "per violation" basis, may face a "significant risk of diminished recovery" should it be found constitutionally excessive. *Medeiros v. HSBC Card Servs., Inc.*, No. CV 15-09093 JVSA (AFMx), 2017 WL 11632870, at *5 (C.D. Cal. Oct. 23, 2017) (collecting cases approving settlements of CIPA claims with average distributions ranging from $.75 to $6.98).

The objections assert more money is needed, but fail to resolve the uncertainty of recovery with any realistic or rational metric defining what an adequate settlement *would be*. *See, e.g.*, Dkt. 150 at 4–5 (suggesting $10 billion would be the *minimum* adequate settlement in this case); Dkt. Dkt. 141 (asserting each Class Member should "receive up to $10,000, [as] that is the ceiling of what the settlement considers as the value of my personal information"); Dkt. 148. Indeed, many of these objections mistakenly evaluate this Settlement on terms applicable to a different type of privacy case, *i.e.*, a data breach. *See, e.g.*, Dkt. 140 (indicating privacy violations should be "measured in terms of long-term security risks, potential misuse of data, or increased vulnerability to fraud" and raising "identity theft risks"); Dkt. 158 (requesting lifetime data protection and credit monitoring services); Dkt. 141 (asserting that his "personal information has far greater value than the class action intimates"); *see also* Dkt. No. 156 (seeking data removal). Unlike data breach cases, here damages are not measured in terms of security risks. *See* SAC § 1; *see Perkins*, 2016 WL 613255, at *5 (rejecting objection because the "lawsuit did not raise concerns about the sale of data or possible data breaches").

One objection, Dkt. 150 (made by the only objector represented by counsel), is particularly baseless.[8] This objection proposes $10 billion as the *floor* for a settlement, relying on

[8] Attorney John Pentz and his co-counsel Kendrick Jan represent objector Sarah Feldman, who has been identified in other litigation as Mr. Pentz's sister-in-law, Dkt. 150. *See In re: Facebook, Inc. Consumer Privacy User Profile Litigation*, Case No. 3:18-md-02843-VC (N.D. Cal.), Dkt.

the same argument (*i.e.*, class size times an arbitrary discount on statutory damages) brought by the same objector represented by the same counsel, that courts have rejected repeatedly, including in decisions affirmed by the Ninth Circuit. *In re Facebook, Inc. Consumer Priv. User Profile Litig.*, No. 3:18-MD-02843-VC, 2023 WL 8443230, at *3 (N.D. Cal. Oct. 10, 2023) (the same objections "do not account at all for the risks presented by the [statutory privacy] claims, other than the due-process risks, [and therefore] are without merit and are overruled"); *In re Facebook Internet Tracking Litig.*, No. 5:12-MD-02314-EJD, 2022 WL 16902426, at *8 (N.D. Cal. Nov. 10, 2022), *aff'd sub nom. In re Facebook, Inc. Internet Tracking Litig.*, No. 22-16903, 2024 WL 700985 (9th Cir. Feb. 21, 2024) (district court properly rejected the $1.24 trillion in statutory damages proposed by objectors as an unreasonable baseline that would violate due process); *In re Facebook Biometric Info. Priv. Litig*., 522 F. Supp. at 627 ("[S]imply pointing out . . . the theoretical possibility of billions of dollars . . . is not illuminating. The objectors . . . randomly pick various percentages of success at trial as purported measures of adequacy."). As in those cases, the objectors here make no effort to assess the risks of class certification, summary judgment, or trial for CIPA claims that this Court found "barely" survived dismissal.[9] Dkt. 49 at 23.

One objection complains that the prospective value of his claim was not specified. *See* Dkt. 137 at 4, n. 5. Notice need not "provide an exact forecast of how much each class member

---

1161, fn. 4. Mr. Pentz has also represented her in unsuccessful objections previously. Courts have described Mr. Pentz as a "serial objector" and have found his objections to be filed in "bad faith." *See, e.g.*, *In re Initial Pub. Offering Sec. Litig.*, 721 F. Supp. 2d 210, 214-215 (S.D.N.Y. 2010) (finding "evidence of bad faith or vexatious conduct"); *In re Wal-Mart Wage & Hour Emp. Pracs. Litig.*, MDL No. 1735, No. 2:06-cv-00225-PMP-PAL, 2010 WL 786513, at *1-2 (D. Nev. Mar. 8, 2010) (noting that Pentz has "a documented history" dropping his objections "when [he and his clients] were compensated by the settling class or [their] counsel"); Robert Klonoff, Class Actions Objectors: The Good, the Bad, and the Ugly, 89 Fordham L. Rev. 475, 490 n. 86, 499 (2020) (discussing Mr. Pentz's history, and citing cases).

[9] The *Acosta* case cited by this objector offers no support for the objector's arguments. There, the court denied *preliminary approval*, not simply as a function of the settlement value, but rather was based on an "unacceptable volume and degree of deficiencies" in the settlement, including "inherent structural deficiencies" plaguing the distribution of benefits and the court's observation that the entire "process by which the parties reached [the] proposed settlement was flawed." *See Acosta v. Trans Union, LLC*, 240 F.R.D. 564 (C.D. Cal.), *superseded*, 243 F.R.D. 377 (C.D. Cal. 2007)). Moreover, the proposed settlement at issue lacked concrete monetary consideration, leading the court to "estimate [] the Settlement's cash value" at "less than $1 million." *Id.* at 578.

would receive." *In re Online DVD-Rental Antitrust Litig.*, 779 F.3d 934, 946 (9th Cir. 2015); *see* Dkt. 132-1 ¶ 18; Dkt. 136 at 10. In fact, the estimated amount of the individual claims reported in Class Counsel's declaration on the Settlement Website, of $15–$25, turned out to be reasonably accurate, as the estimated the final claim value is approximately $25. Weisbrot Decl. ¶ 37 (approximately 3.2 million claims filed).

The valid claimants in this Settlement will receive approximately $25 each. Courts routinely find similar distributions in comparable privacy cases meaningful. *Brooks, et al. v. Thomas Reuters Corporation*, No. 3:21-cv-01418-EMC-KAW, Dkts. 250 at 5, 259 (N.D. Cal. Oct. 11, 2024) (finding on preliminary approval estimated class distributions of $19.43 to $48.78 to be adequate); *In re Google Referrer Header Priv. Litig.*, No. 5:10-CV-04809-EJD, 2023 WL 6812545, at *2, *5 (N.D. Cal. Oct. 16, 2023) (finding average class distributions of $7.16 were adequate); *Perkins*, 2016 WL 613255, at *5 (finding distributions of $10 were a "meaningful cash recovery").

**2. Objections to the Class Definition**

One objection challenges the viability of a nationwide Settlement Class given that "the ECPA claim[] appear[s] to have been dismissed by this Court." *See* Dkt. 137 at 5. However, the ultimate fate of the ECPA claim is not yet determined as Plaintiffs have sought an interlocutory appeal of the Court's dismissal of that claim. *See* Dkts. 120, 122. Accordingly, Plaintiffs' ECPA claim was not foreclosed at the time of Settlement and thus, to obtain global peace, Oracle had no choice but to settle with the proposed nationwide Class. In such circumstances, Ninth Circuit precedent supports certifying proposed nationwide settlement classes. *In re Lithium Ion Batteries Antitrust Litig.*, No. 13-MD-02420 YGR (DMR), 2020 WL 7264559, at *13 (N.D. Cal. Dec. 10, 2020), *aff'd,* No. 21-15120, 2022 WL 16959377 (9th Cir. Nov. 16, 2022) (prior orders denying class certification and its choice-of-law analysis excluding class members from non-repealer states did not foreclose their participation in the settlement because those orders were "subject to further litigation and appeal had the case not settled"); *In re Transpacific Passenger Air Transportation Antitrust Litig.*, No. C 07-05634 CRB, 2015 WL 3396829, at *3 (N.D. Cal. May 26, 2015), *aff'd,* 701 F. App'x 554 (9th Cir. 2017) (including a group of plaintiffs in settlement

class despite excluding their claims in a prior motion to dismiss because, *inter alia*, Plaintiffs "noted at the [final approval] motion hearing that they could still appeal that ruling"); *see also Jabbari v. Farmer*, 965 F.3d 1001, 1008 (9th Cir. 2020) (approving nationwide settlement class involving state claims where federal statutory claim was "important enough bind the class together").

One objector residing internationally requests that the Class definition be broadened beyond 2018 and beyond residency in the United States. Dkt. 171. This objector is obviously not a Class Member, but in any event, the Court made clear that the pleaded claims would not extend internationally. *See* Dkt. 49 at 18–22.

**3. Objection to the Allocation of the Settlement Fund**

An objection challenges the Settlement's *pro rata* allocation based on the naked assertion that "California class members [with claims under CIPA] possess significantly more valuable claims." Dkt. 150 at 8–9. The Ninth Circuit has rejected this exact argument, holding:

> Objectors are no doubt correct that the [statutory] claims of some class members might prove valuable if successful at trial, but that does not cast doubt on the district court's conclusion as to the fairness and adequacy of the overall settlement amount to the class *as a whole*. It is an inherent feature of the class-action device that individual class members will often claim differing amounts of damages—that is why due process requires that individual members of a class certified under Rule 23(b)(3) be given an opportunity to opt out of the settlement class to pursue their claims separately, as were the class members in this case.

*Lane v. Facebook, Inc.*, 696 F.3d 811, 824 (9th Cir. 2012). This argument especially holds true here, where the Court found that Plaintiffs' CIPA claim "[had] barely [survived]," Dkt. 49 at 23, and Plaintiffs assert an even more valuable ECPA claim[10] on behalf of *all* class members.

**4. Objections to Adequacy of the Class Representatives and Class Counsel**

Two objections challenge the adequacy of the Class Representatives and/or Class Counsel. Dkts. 137, 164.[11] To the extent these objections reflect general dissatisfaction with the

[10] The ECPA provides for $10,000 in statutory damages, while CIPA provides for $5,000.

[11] This latter objection baselessly asserts that Class Counsel was "clearly in collusion" with Oracle's counsel. Dkt. 164 at 8. There are several objective indications that this Settlement was reached at arm's length. *See* § III.B.2, *supra*.

amount of the Settlement Fund and Class Counsel's fee request, they are addressed elsewhere. Section III.E, *infra*. One objection mistakenly asserts that "only California claims exist" and "a Florida resident with no cognizable claim under California law can[not] represent the interests of class members here." *See* Dkt. 137 at 8.[12] However, the Florida claims survived several motions to dismiss, and as addressed above in Section III.C.1, Plaintiffs' ECPA claim, applicable nationally, remains in-play. In short, this objection provides no basis to overturn the Court's finding at Preliminary Approval that "these attorneys are competent and capable of exercising the responsibilities of Class Counsel and that Settlement Class Representatives will adequately protect the interests of the Settlement Class." Dkt. 135 ¶ 7. As the reasonableness and fairness of the proposed Settlement attest, the Class Representatives and Class Counsel continue to adequately (and zealously) represent the Class.

**5. Objections to Notice**

There are four objections and one comment regarding the Notice Plan's reach, method, notice period, provision of an estimated payment. *See* Dkts. 137, 142, 160, 161, 163. The Notice Plan was implemented pursuant to the Court's order, and its results comport with the Settlement Administrator's expectations. *See* Weisbrot Decl. ¶¶ 7–10. Respectfully, none of these objections undermine the Court's prior conclusion that the Notice Plan constitutes the best practicable notice to the Settlement Class and satisfies the requirements of Rule 23 and the constitutional requirement of due process. *See* Dkt. 135 ¶ 11.

Objections that Notice was deficient for "only" reaching the target 80 percent of the Class are meritless, as such notice plans are regularly deemed sufficient. *See, e.g.*, *In re Google Location Hist. Litig.*, No. 5:18-CV-05062-EJD, 2024 WL 1975462, at *3 (N.D. Cal. May 3, 2024) (granting final approval where notice plan generated impressions reaching an estimated 80% of the class); Weisbrot Decl. ¶ 7 (media notice reached approximately 83.33 percent of the

[12] This objection also argues, without any supporting authority, that Mr. Katz-Lacabe is an inadequate representative of the Class because he posted a note on Twitter confessing he is not knowledgeable about the specifics of the Notice Plan, *while at the same time correctly pointing people to the Settlement Website*. The objection is meritless. Class Counsel has been responsible for working with the Settlement Administrator to effectuate a massive, highly successful Notice Plan. Weisbrot Decl. ¶¶ 6–36.

target audience of over 256 million, translating to approximately 97% of the Class). Further, media notice was only one component of the notice plan. Supplemental notice was also provided via email to all reasonably identifiable potential Class Members for whom Oracle possessed email addresses, ensuring a reach beyond 83.3 percent. Weisbrot Decl. ¶¶ 20–24.

Two objections insist that Notice should have been sent by U.S. Mail, but given the Class size, that would have been prohibitively expensive. Dkt. 161, 173. "Courts routinely approve email notice campaigns and, inevitably, some email messages will end up in a spam folder—just as some postal mail will never reach its intended recipient." *In re Apple iPhone/iPod Warranty Litig*., No. CV-10-01610, 2014 WL 12640497, at *9 (N.D. Cal. May 8, 2014) (Seeborg, J.).

Three objectors complain that the 49-day Notice Period was too short, but it comfortably exceeded the 35-day period specified in the Northern District of California's Procedural Guidance for Class Action Settlements. *See* Dkts. 137, 160 and 172. Notice was properly effectuated during this period, providing Class Members ample time to file claims and react to the Settlement. *See* Sections II.B. and C., *supra*, and III.C.6., *infra*.

**6. Objections to the Claims Process**

As the Settlement Administrator reports, the claims processing functionality properly operated throughout the duration of the claims period without any systemic issues that would have impeded the submission of claims or opt-outs. Weisbrot Decl. ¶ 38. Inevitably, particularly with a class this size, there are some individual frustrations with the claims process, as is evident in some of the objections. *See* Dkts. 162, 172. For perspective, while there were over 3.2 million claims successfully processed, only two objections were submitted concerning difficulties reacting to the Settlement. Weisbrot Decl. ¶¶ 56, 63. The Settlement Administrator and Class Counsel expended substantial efforts to interface with claimants and other Class Members to ensure that each and every issue brought to their attention was addressed. Weisbrot Decl. ¶ 36; Rudolph Decl. ¶¶ 4–5. Moreover, Class members were readily able to (and did) submit timely exclusion requests under the Court-ordered procedure, as evidenced by the hundreds of opt-outs, and no Class Member objected to the requirement to file an exclusion form by mail. Weisbrot Decl. ¶ 43; *see* § III.A., *supra*.

While some objections claim that they did not learn of the Settlement until days before the deadline, each of these objectors received *initial* emails weeks prior to the *reminder* emails they ultimately responded to that they claim came late. Dkt. 163, 172; Weisbrot Decl. ¶¶ 58, 62, 66. Another objection claims that the Settlement Website did not allow the objector to submit her claim or be excluded, attaching an error message. Dkt. 162. The error appears to be likely attributable to the objector, but in any event, the Settlement Administrator, as it did with a handful of other persons who had similar difficulties (but did not object), reached out to assist with her claim and will allow her to submit one if she so chooses. Weisbrot Decl. ¶ 57. Finally, one objector was incorrectly concerned that information provided on the Claim Form would "permit Angeion Group, LLC to sell their data." Dkt. 167; Weisbrot Decl. ¶ 61.

**7. Objections Regarding Insufficient Information**

Some objectors argue that they should have been provided with "a copy of the 'digital dossier' that Oracle allegedly compiled" on Class Members. Dkt. 139; *see also* Dkts. 152, 154, 164 and 173. These objections are misplaced. The Class Notice and available litigation documents more than amply describe the depth and nature of the data the Plaintiffs allege Oracle has complied on all Class Members, and it would be infeasible to provide tailored dossiers, each likely consisting of tens of thousands of lines of data, to 220 million people as part of a notice program. One objector, who states she obtained her OARRR, claims she should be able to view the personal data Oracle has on the Class Representatives, objecting to the Court sealing the Class Representatives' OARRRs. Dkt. 152. Such a requirement would be patently unfair to the Class Representatives, would chill future assertions of privacy rights, and is unnecessary where the nature of that personal data has been generally described.

**8. Objection to the Claim and Exclusion Forms**

One objector challenges the Claim and Exclusion Forms' request to confirm that the "acquisition, capture, or collection of [his] personal information by Oracle was without [his] consent." *See* Dkt. 143. This objector states "a person may not know whether he consented on some occas[]ion," and asserts that the "[lack of] consent is not necessary to make a claim in this case." Dkt. 143 at 1. However, Plaintiffs allege that it would be "impossible for ordinary persons

to reasonably understand the true purpose and extent of Oracle's data collection, compiling of digital dossiers, and other data exploitation practices, which are opaque, if not invisible, to ordinary data subjects." SAC ¶ 101. As such, unless an individual undertook affirmative action to knowingly consent to Oracle's data collection and compiling practices (action likely to be memorable), Plaintiffs maintain that Oracle did not obtain consent. Nonetheless, consent is a primary defense asserted by Oracle. That the Claim and Exclusion Forms seek confirmation that an individual did not affirmatively consent, consistent with Plaintiffs' theory of the case, is reasonable. *See Perkins*, 2016 WL 613255, at *9 ("Claim forms may require the claimant to attest to some fact under penalty of perjury.") (citing *California v. IntelliGender, LLC*, 771 F.3d 1169, 1175 (9th Cir. 2014)).

**9. Objection to Settlement Administrator's Expenses**

One objection concerns the costs of the Notice Plan and settlement administration. Dkt. 148 at 4–7. The objection does not complain about the total anticipated $4.8 million cost, but rather mistakenly assumes that there is no hard-cap on the Settlement Administrator's expenses and that the number of Class Members who were notified will be unknown. *Id.* However, a hard-cap *has* been placed on the Settlement Administrator's expenses, and the number of Class Members notified through the Notice Plan *has* been reported. *See* Weisbrot Decl. ¶¶ 37, 45. Not unusually, if circumstances change (*e.g.*, if the Court orders a second round of distribution), the Settlement Administrator can apply for reimbursement of associated expenses. *Id.* ¶ 45. In any event the Settlement Administrator's expenses are reasonable. *See In re Anthem, Inc. Data Breach Litig.*, 15-MD-02617-LHK, 2018 WL 3960068, at *8 (N.D. Cal. Aug. 17, 2018) (granting final approval where administration reached $23 million, or 20% of the $115 million settlement). Another objector does "not trust this Settlement Administrator and would like them to be replaced" because he "received 4 non-answer responses." Dkt. 167. As described by the Settlement Administrator, this distrust is unwarranted. *See* Weisbrot Decl. ¶ 61.

**10. Objections to the Sufficiency of Non-Monetary Relief**

Several objectors call for additional injunctive relief seeking further data privacy protections from Oracle, including, *inter alia*, requests for lifetime credit monitoring (Dkt. 158),

removing personal data from the dark web and disclosing all data it has ever sold to third parties (Dkt. 160), and disclosing all revenue Oracle made from the practices at issue and shutting down its other business unrelated to this case (Dkt. 156, 163). These objections echo the refrain of most all other objectors who raise heartfelt concern over Oracle's practices. But, respectfully, these idealized solutions go well beyond the scope of remedies realistically attainable and may be unnecessary given Oracle's cessation of the practices at issues and its related deletion of relevant data. Moreover, the non-monetary relief assures the cessation of the wiretapping conduct at issue and the implementation of internal audits in the event Oracle decides at some point to restart the conduct. SA ¶ 3.5.

**11. Inapplicable Objections**

Several bases for objections (referenced by docket number) are not applicable to this Settlement for various reasons:

- Dkt. 146 asserts that the Settlement "excuses Oracle's criminal activity underlying the complaint" (emphasis removed). The Settlement does not purport to release Oracle from any criminal charges.
- Dkt. 155 states that this lawsuit is "a waste of the court's time and tax payer money." This unspecific basis does not square with the findings at Preliminary Approval.
- Dkt. 160, asks that Oracle's executives be fined for, *inter alia*, violating the trust of the public, selling data to domestic and foreign governmental agencies. Similarly, Dkt. 165 expresses a "firm belief that the PEOPLE connected to Oracle who are relevant to these acts should face actual penalties, i.e. fines and jail time." However, the remedy of fines is not available in civil litigation such as this.
- Dkt. 161 requests that the Court amend Federal Rule of Civil Procedure 12 so that a class certified under Rule 23(b)(3) necessitates opt ins rather than opt outs.
- Dkt. 163 objects that "Oracle America, Inc. remains in business despite its apparent and purported illegal activities" and its "executives, employees, and others complicit in the apparent and purported illegal activities remain empowered." The business conduct complained of in this lawsuit has ceased, even if Oracle continues to do other business.
- Dkt. 164 asks the Court to "effectuate the fall of Capitalism" to gain back public trust in government institutions.

- Dkt. 168 states that "the CEO and Board are acting recklessly by spending shareholders money for no valid reason" and instead "should be forced to go to a juried trial, and a determination of wrongdoing should be settled." Oracle's shareholders' interests are not the subject of this litigation.

* * *

In sum, while Plaintiffs and Class Counsel are sympathetic to the objectors' deep concern over Oracle's alleged misconduct and demand for just compensation, respectfully, their objections should not stand in the way of this extraordinary Settlement that will extend compensation to millions of Class Members who have asked for it.

**D. The Settlement Class Should Be Certified.**

In the Preliminary Approval Order, the Court found that, for settlement purposes, on a preliminary basis: the proposed Settlement Class was sufficiently numerous to satisfy Rule 23(a)(1); that there were common questions of law and fact sufficient to satisfy Rule 23(a)(2); that the claims of the proposed Settlement Class Representatives were typical of the claims of the Settlement Class and therefore satisfied Rule 23(a)(3); and that Class Counsel and the Settlement Class Representatives would (and had) fairly and adequately represent the interests of the Class and satisfied Rule 23(a)(4). Dkt 135 ¶¶ 6, 7. The Court also preliminarily found that common questions predominate over individual questions and that a class action is superior to other methods for adjudicating the case, and therefore that the case satisfies Rule 23(b)(3). *Id.* at ¶ 6 (predominance and superiority). And the Court preliminarily appointed Class Counsel based its evaluation under Rule 23(g). *Id.* ¶ 7.

No developments have occurred since Preliminary Approval that would affect the Court's analysis of Rules 23(a), 23(b)(3), or 23(g). The limited and, respectfully, unpersuasive objections on this topic are addressed above in Section III.C. Plaintiffs therefore respectfully ask the Court to certify the Settlement Class, appoint the Named Plaintiffs as Settlement Class Representatives, and appoint Michael W. Sobol and David T. Rudolph of Lieff Cabraser Heimann & Bernstein, LLP as Settlement Class Counsel.

### E. The Court Should Grant the Motion for Attorneys' Fees, Reimbursement of Expenses, and Plaintiff Service Awards.

As set forth in the Motion for Attorneys' Fees, Reimbursement of Expenses, and Plaintiff Service Awards ("Fee Motion"), Class Counsel seeks an award of attorneys' fees in the amount of $28,750,000, representing 25% of the Settlement Fund, the established benchmark within the Ninth Circuit. *See* Dkt. 136. This request represents a lodestar multiplier, at the time of filing the Fee Motion, of 2.91, which is well within the 1.0–4.0 multiplier range awarded in most settlements with similar sized common funds.[13] *Id.*; Dkt. 136-1 ¶ 44. Class Counsel is also entitled to reimbursement of their out-of-pocket expenses totaling $211,350.52. The requested Service Awards in the amount of $10,000 to each of the two Class Representatives is reasonable.

The Fee Motion was timely filed on August 28, 2024, to allow Class Members the opportunity to comment or object. Dkt. 136. Five objectors have objected to the fee request and one to the request for service awards. *See* Dkts. 137 and 148 (same objector), 140, 150, 152, 157, and 172. Oracle filed a comment to the Fee Motion.[14] None of these responses warrants denial or modification of the requests in the Fee Motion, but regardless, approval of the Settlement is independent from the Court's consideration of the Fee Motion. SA ¶ 8.3.

Respectfully, the objections to Class Counsel's fee request lack appreciation for the jurisprudence that governs the economics of representative actions which allow for the vindication of aggregated interests that would otherwise go unaddressed. The Fee Motion is

[13] Since preliminary approval, Class Counsel has expended 546.7 hours on this Settlement, decreasing the lodestar multiplier to 2.79. Rudolph Decl. ¶ 13. *See* Section II.C., *supra*.

[14] Oracle's comment was limited to providing what it deemed to be a "correction" regarding Class Counsel's characterization of the Court's order to seal Plaintiffs' OARRRs, and the circumstances around Oracle's cessation of its ad tech business. *See* Dkt. 138 at 1. These quibbles have little if any bearing on the Fee Motion. First, the Court's sealing order found "compelling" Plaintiffs' concern over releasing "detailed dossier[s]" because of their "comprehensiveness." Dkt. 77 at 17. Second, Plaintiffs stand by their belief that this litigation contributed to Oracle's decision to exit its ad tech advertising business. *See* Ronan Shields and Seb Joseph, *As Oracle's ad business collapses, layoffs and uncertainty ripple through the industry*, Digiday (June 25, 2024) https://digiday.com/marketing/as-oracles-ad-business-collapses-layoffs-and-uncertainty-ripple-through-the-industry/ ("[S]eparate sources with contacts inside the organization claimed [privacy] concerns, ultimately, sealed the decision to close down the unit" in which "it faced [this] class action lawsuit for allegedly using third-party trackers without consent to build profiles."). In any event, the Fee Motion is not based upon Oracle's change in business, but rather, the relief specified in the Settlement Agreement. *See* Dkt. 136 at 8.

securely anchored to well-established Ninth Circuit principles and presents nothing out of the ordinary experiences of this District Court. *See, e.g.*, Dkt. 136 at 8–22.[15]

Two of these objections seem to reject the notion that the Ninth Circuit's 25% benchmark is equitable. *See* Dkt. 152 at 5 ("LCHB receiving 25% of the settlement . . . while Class Members receive maybe $20 and waive all rights . . . is inequitable."); Dkt. 172. In evaluating the benchmark percentage, courts are to consider factors established by the Ninth Circuit, including: "(1) the results achieved; (2) the risk of litigation; (3) the skill required and the quality of work; (4) the contingent nature of the fee and the financial burden carried by the plaintiffs; and (5) awards made in similar cases." *In re Omnivision Techs., Inc.*, 559 F. Supp. 2d 1036, 1046 (N.D. Cal. 2008) ("The overall result and benefit to the class from the litigation is the most critical factor in granting a fee award."). As discussed in the Fee Motion, consideration of all these factors fully supports application of the 25% benchmark. *See generally* Dkt. 136 at 10–17. In light of these factors, which objectors do not squarely address, including that Class Counsel secured a large Settlement Fund, the application of the benchmark percentage is reasonable. *See In re Apple iPhone/iPod Warranty Litig*, 40 F. Supp. 3d 1176, 1181 (N.D. Cal. 2014) (Seeborg, J.) (a $53 million fund was "sufficiently large to implicate potential windfall concerns," yet application of factors warranted awarding fees representing 25% of the fund and resulting in 3.62 multiplier of counsel's lodestar); *see also In re Anthem, Inc. Data Breach Litig.*, 2018 WL 3960068, at *28 (awarding 27% of a $115 million fund).

One objector[16] filed two objections offering conclusory remarks rich in rhetoric but which fail to engage with the grounds put forward by Class Counsel in the Fee Motion or with the

[15] One of these objections, sent and filed after the deadline for objections, goes as far as to request that the Court overturn binding Ninth Circuit precedent, stating "[a]ll those courts have done is provide yet another justification for that which is unreasonable to begin with." Dkt. 172.

[16] The objector is Chris Williams, a lawyer in South Carolina, who introduced himself to Class Counsel by referring to them as "the money hungry attorneys at Leif [sic]." Rudolph Decl. ¶ 11, Ex. 3. His objections rely on rhetorical insults like, "Lef's [sic] attempt to waive the rights of 220+ million people" and "Lief's [sic] shenanigans," and churlishly misspelling "Lieff" throughout his court filings. Dkt. 137 at 3, 3 fn. 3. *Contra* Northern District of California Guidelines For Professional Conduct, 8 ("A lawyer should at all times be civil, courteous, and accurate in communicating with opponents or adversaries, whether in writing or orally.").

precedent and principles in the Ninth Circuit. Dkts. 137, 148. To the extent any specific grounds for his objections could be discerned, they are addressed as follows:

1. The objector cites *City of Burlington v. Dague*, 505 U.S. 557 (1992) for the incorrect proposition that the contingent nature of Class Counsel's representation should not be a factor in determining a reasonable fee. *See* Dkt. 137 at 10. There are two problems with this. First, that case is inapplicable; it holds that a fee enhancement was not permitted under the fee-shifting provisions of the Solid Waste Disposal Act and Clean Water Act. *City of Burlington*, 505 U.S. at 567. Here, Class Counsel's fee request is not tied to a fee-shifting statute. Rather, "in class action litigation the fee is determined on the basis of what a court finds to be reasonable" under the percentage-of-the-fund and/or lodestar methods. *Vizcaino*, 290 F.3d at 1049–50; Fed. R. Civ. P. 23(h); *In re Bluetooth Headset Prod. Liab. Litig.*, 654 F.3d 935, 941–42 (9th Cir. 2011). Second, the Ninth Circuit recognizes that multipliers on counsel's lodestars are intended to "mirror[] the established practice in the private legal market of rewarding attorneys for taking the risk of nonpayment by paying them a premium over their normal hourly rates for winning contingency cases." *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051 (9th Cir. 2002). The objector states that the risks Class Counsel took on are not a sufficient basis for the requested fee, but of course risk is not the sole factor.

2. The objector makes a reference that the multiplier renders the fee request unreasonable. Dkt. 137 at 9–10 ("After including the 2.83 multiplier requested by Lief [sic], the hourly rates are absurd."). However, Class Counsel's multiplier of less than 2.91 is within the 1.0–4.0 range awarded in "the vast majority" of "common fund cases with settlements ranging from $50-200 million." *In re Lidoderm Antitrust Litig.*, 2018 WL 4620695 at * 3 (N.D. Cal. 2018); *see also In re Apple iPhone/iPod Warranty Litig*, 40 F. Supp. 3d at 1181 (multiplier of 3.62); *Dyer v. Wells Fargo Bank, N.A.*, 303 F.R.D. 326, 334 (N.D. Cal. 2014) (approving a 2.83 multiplier); *In re Facebook Biometric Info. Priv. Litig.*, 522 F. Supp. at 633 (approving a 4.71 multiplier). Moreover, Class Counsel's rates, upon which the multiplier is determined, are regularly approved as reasonable in the context of class action settlements. Dkt. 136 at 27–29; *see*

*also Grey Fox, LLC v. Plains All-Am. Pipeline, L.P.*, No. CV 16-03157 PSG (JEMx), 2024 WL 4267431, at *5 (C.D. Cal. Sept. 17, 2024) (approving Class Counsel's 2024 rates).

3. The objector states that "the billing descriptions provided by Lief [sic] are vague and incomprehensible" because they do not include "line-by-line contemporaneous billing records." Dkt. 137 at 10. However, express guidance from this District instructs attorneys to submit "[d]eclarations . . . as to the number of hours spent on various categories of activities related to the action by each biller, together with hourly billing rate information," and regularly approves billing records reporting such categories. Northern District of California's Procedural Guidance for Class Action Settlements, Final Approval § 2; *see, e.g.*, *In re Google Location Hist. Litig.*, 2024 WL 1975462, at *15 (finding identical billing descriptions "provided sufficient support for [class counsel's] proposed lodestar calculation"). This objection also contends that Class Counsel's fee is not warranted because they only took one deposition (Dkt. 137 at 10), but this ignores Class Counsel's extensive discovery efforts. Dkts. 132 at 12–13, 28–29; Dkt. 136 at 11, 23.

Finally, an objection concerns the $10,000 that Plaintiffs requested as service awards for the two Settlement Class Representatives. *See* Dkt. 150 at 9–10 ("Lead Plaintiffs should not be awarded the amount of $10,000, when the amount that they recovered for the Class is less than 50 cents per class member."). As explained in Plaintiffs' Motion for Fees, Service Awards are generally awarded based on the Class Representatives' time and efforts in furtherance of the litigation and are found reasonable when they amount to a low percentage of the common fund, as these do. *See* Dkt. 136 § III (total requested Service Awards amount to 0.17 percent of the Settlement Fund). Dkt. 150 does not cite a single case in support of her objection.

## IV. CONCLUSION

Plaintiffs respectfully request that the Court (1) certify the Settlement Class, and confirm appointment of Settlement Class Representatives, Settlement Administrator, and Class Counsel; (2) grant final approval of the Settlement as fair, reasonable, and adequate; (3) award attorneys' fees, expenses, and service awards as requested in Plaintiffs' previously filed motion (Dkt. 136); and (4) enter final judgment as to Oracle in this Action.

Dated: October 31, 2024

Respectfully submitted,

*/s/ Michael W. Sobol*

Michael W. Sobol (SBN 194857)
msobol@lchb.com
David T. Rudolph (SBN 233457)
drudolph@lchb.com
Jallé H. Dafa (SBN 290637)
jdafa@lchb.com
John D. Maher (SBN 316157)
jmaher@lchb.com
Amelia A. Haselkorn (SBN 339633)
ahaselkorn@lchb.com
Nabila Abdallah (SBN 347764)
nabdallah@lchb.com
LIEFF CABRASER HEIMANN & BERNSTEIN, LLP
275 Battery Street, 29th Floor
San Francisco, CA 94111-3339
Telephone: 415.956.1000
Facsimile: 415.956.1008
*Attorneys for Plaintiffs and the Class*

Michael W. Sobol (SBN 194857)
msobol@lchb.com
David T. Rudolph (SBN 233457)
drudolph@lchb.com
Jallé H. Dafa (SBN 290637)
jdafa@lchb.com
John D. Maher (SBN 316157)
jmaher@lchb.com
Amelia A. Haselkorn (SBN 339633)
ahaselkorn@lchb.com
Nabila Abdallah (SBN 347764)
nabdallah@lchb.com
LIEFF CABRASER HEIMANN
& BERNSTEIN, LLP
275 Battery Street, 29th Floor
San Francisco, CA 94111
Telephone: 415.956.1000
Facsimile: 415.956.1008

*Attorneys for Plaintiffs and the Class*

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

Michael Katz-Lacabe, and Dr. Jennifer Golbeck, on behalf of themselves and all others similarly situated,

Plaintiffs,

vs.

ORACLE AMERICA, INC., a corporation organized under the laws of the State of Delaware,

Defendant.

Case No. 3:22-cv-04792-RS

**DECLARATION OF DAVID T. RUDOLPH IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND ATTORNEYS' FEES**

I, David T. Rudolph declare:

1. I am a partner at the law firm of Lieff Cabraser Heimann & Bernstein, LLP, counsel to Plaintiffs and, with my partner Michael W. Sobol, serve as Court-appointed Settlement Class Counsel ("Class Counsel"). Dkt. 135 ¶ 7. I am a member in good standing of the California State Bar. I have personal knowledge of the matters set forth in this Declaration based on my day-to-day participation in the prosecution and settlement of this case, and, if called to testify thereto, could and would do so competently.

2. I respectfully submit this Declaration in Support of Plaintiffs' Motion for Final Approval of the Class Action Settlement and to supplement my Declaration in Support of Plaintiffs' Motion for Attorneys' Fees (Dkt. 136-1).

**A. Notice**

3. As part of the ongoing efforts on behalf of the Class, Class Counsel has regularly conferred with the Settlement Administrator since the Court granted preliminary settlement approval to ensure that the Notice Plan was fully implemented and that the claims administration process was proceeding smoothly.

4. As of October 29, 2024, myself and colleagues at Lieff Cabraser have directly responded to questions about the Settlement and claim form process received via email, phone, and mail from approximately 521 individuals, and sent the claim form, opt-out form, detailed notice, and the operative complaint to approximately 104 individuals.

5. The majority of these communications involved providing assurance that the notice received was not a scam and providing help walking Class Members through the Claim Form. A large constituency of questions also involved Class Members who were surprised to be in the Class since they could not recall ever using an Oracle product.

6. Under my and Mr. Sobol's direction, to the best of my knowledge, my colleagues at Lieff Cabraser or I have responded to every communication received, including follow up questions, except where, after multiple attempts, the person's voicemail was full.

7. I personally spoke with and corresponded in writing with numerous Class Members, fielding questions about the nature of the litigation and the claims asserted, assisting with opt-outs and other administrative issues, and providing general information about the Settlement and claims process.

8. I understand from Oracle's Counsel that Oracle's in-house legal helpline responded to at least a dozen Settlement Class members' questions concerning the Settlement as well.

9. Attached as **Exhibit 1** is a true and correct copy of an email dated October 3, 2024 between Objector Anthony Trupia and Oracle's counsel, which was forwarded to Class Counsel by Oracle's counsel. *See* Dkt. 164.

10. Attached as **Exhibit 2** is a true and correct copy of an email dated October 17, 2024 sent by Objector Anthony Trupia to Class Counsel and Oracle's counsel. *See id.*

11. Attached as **Exhibit 3** is a true and correct copy of correspondence dated September 13, 2024 between Objector Christopher Williams and the Settlement Administrator, which Mr. Williams forwarded to Class Counsel. *See* Dkts. 137 and 148.

12. Attached as **Exhibit 4** is a document styled as an "objection," which Oracle's counsel represented was sent via email to Defendant Oracle. The document does not include all requisite information pursuant to the Court's Preliminary Approval Order, and also appears to only ask a single question: "22 USC 1641 (1) provides that a 'Person' means a **natural person** (emphasis added). How have the plaintiffs determined who are "natural" persons to be included in this claim ?"

**B. Lodestar**

13. Since preliminary approval, Class Counsel has conservatively expended 546.7 hours on this Settlement, decreasing the lodestar multiplier to 2.79. This work has included responding to Class Member inquiries, overseeing the Settlement Administrator, and moving for final approval. In particular, under Class Counsel's direction, two paralegals spent over 134 hours answering Class Members' questions about the Settlement. Class Counsel also fielded inquiries and directly communicated with numerous Class Members.

I declare under penalty of perjury that the foregoing is true and correct. Executed in San Francisco, California, this 31th day of October, 2024.

*/s/ David T. Rudolph*
David T. Rudolph

**ATTESTATION**

Pursuant to Local Rule 5-1(i)(3), I attest that all signatories above have concurred in the filing of this document.

Dated: October 31, 2024

By: */s/ Michael W. Sobol*
Michael. W. Sobol

# EXHIBIT 1

## Gordon, Miriam

**From:** Newman, Zak <ZNewman@mofo.com>
**Sent:** Friday, October 4, 2024 6:43 PM
**To:** Rudolph, David T.; Sobol, Michael W.; Maher, John D.
**Cc:** Cheung, Tiffany
**Subject:** FW: [EXT] Incoming Objections to Class Action Settlement: Katz-Lacabe et al v. Oracle America, Inc.

David – flagging for you and your team that we received the below email yesterday.

Zak

**Zak Newman** (he/him)
Associate
znewman@mofo.com
T +1 (212) 336-4070

MORRISON FOERSTER

---

**From:** T T <trupiaar@gmail.com>
**Sent:** Thursday, October 3, 2024 9:30 AM
**To:** Cheung, Tiffany <TCheung@mofo.com>
**Subject:** [EXT] Incoming Objections to Class Action Settlement: Katz-Lacabe et al v. Oracle America, Inc.

Hi Tiffany:

I don't expect much to come from this email right away, but I figured I would provide it as a courtesy, I try to at least provide notice before I send someone's career spiraling into the garbage can.

I am an active pro se litigant, I've been active for about four years now. The most recent case I've filed is in Federal District Court in Oklahoma right now, NO. CIV-24-498-SLP. I've been working on a pretty big project with spam callers over the last year, long story short, I made well over 100 grand this year suing spam callers to my phone, and I'm about to go back to Twitter to discuss it and show everyone how they could take home an easy 30 - 60k before Christmas suing over the spam calls to their phones. It's complicated, but long story short, I expect the video I'm about to release to go massively viral. I did a post on OpenAI over a year ago that hit half a million views easy, and people barely know who OpenAI is. The spam calls and the money you can take for them will be a much hotter topic. I expect this video will take millions of views and spawn many new lawsuits against the defendants I will be discussing.

So this brings me to your case with Oracle. Me and some other pro se litigants have all been discussing this very avidly. You are easily the hottest topic in pro se law right now. We've all come to the conclusion that our best course of action will be to oppose your settlement. I wasn't surprised to check the docket today and see objections to the settlement are already starting to roll in. I intend to mention you briefly in my return/spam video, and then within a week or two to do a special specifically on you and this lawsuit, and how you're all ripping us off trying to settle this for 30 cents per person. I don't really know how to say this, this is the most outrageous class action settlement I've ever seen, I imagine you are super stoked to be getting out so cheap, and none of us want to let this stand.

If these videos go the way I expect, you will have hundreds of copies of this lawsuit filed against your client. The plaintiff attorneys have clearly done good work here, copying it is the way to go. I'll happily explain to other potentially interested litigants that I copy good lawsuits all the time, they could easily copy Katz and file it for nothing. So I have a fair settlement offer in mind for you to settle this with me privately. Literally, nuisance value. If you want it before I torpedo this settlement, you need to call me ASAP and let me know. My podcast mic arrives tomorrow, and I hope to have this video running on twitter, youtube, and rumble by Monday at the latest. I'm not going to reach out to you multiple times, I will not wait or delay the moves I plan to make on twitter. If my videos go viral as expected, they will have more financial value to me than any settlement you want to offer later when it's too late. It's now or never for you, and I would recommend TODAY.

If you like your fancy incredibly high paying job, be a good counselor, bring up reality with your client, and let them know they will need to make some private settlements on the side if they want to keep this sweetheart deal they scored. One way or another, we will speak soon.

Anthony Trupia
516-984-0142
Trupiaar@gmail.com

==========

This message may be confidential and privileged. Use or disclosure by anyone other than an intended addressee is prohibited. If you received this message in error, please delete it and advise the sender by reply email. Learn about Morrison & Foerster LLP's Privacy Policy.
.

# EXHIBIT 2

| | |
|---|---|
| **From:** | T T |
| **To:** | Haselkorn, Amelia A.; Dafa, Jallé H.; Maher, John D.; Abdallah, Nabila M.; Sobol, Michael W.; tcheung@mofo.com |
| **Subject:** | [EXT] The Racket known as Katz-Lacabe et al v. Oracle America, Inc. |
| **Date:** | Thursday, October 17, 2024 2:03:10 PM |

To All of You:

I've been watching these objections roll in while I wait for mine to post these last few days... You guys are really outrageous, it's kind of incredible to witness. The most recent objections especially make it clear you are ripping us all off. I don't think this is going to go as smoothly for you as you expected; what you're doing here is disgraceful, and many competent parties are going to contribute to pointing it out.

While I understand the overwhelming number of Americans are so tired of all of you failing us that they won't even show up to collect when significant damages are rightfully owed to them, I'm shocked you all think those of us that are paying attention would let you just slide something this outrageous right past us... It really stretches the bounds of reason from every angle. I can't stop you from surveilling and then ripping off the rest of America because I'm not an attorney, but you're certainly not getting away with surveilling and ripping me off personally. Whether I take the money directly out of your bank accounts in cold hard cash, or damage you in the courts and social media, you are paying for this, I'm certainly not letting it go. You guys love sticking to your 'policies'... My personal ironclad "policy" is to never let corporate malfeasance or legal malpractice go, ever again, when I have standing to do something about it. I'm tired of corporate abuse, and you have to pay for it when you do it to me. It's just policy.

Your client spied on me and everybody else for 6 years, you made a pile of money doing it, you are now caught red handed, this scheme is over. Do the right thing, pick up the phone, and settle this with me fairly and privately, or, alternatively, do not cry and call me with low-ball offers later when I turn the end of this case into the beginning, because any settlement offer I propose in the future will point out to your clients this was a stupid plan and I told you so from the start. There will be no more emails after this, from here on out, it will be complaints, summons, and motions. I value the time I have to spend on activities like this highly, remember that if you want to call or email me later.

Anthony Trupia
516-984-0142
Trupiaar@gmail.com <mailto:Trupiaar@gmail.com>

# EXHIBIT 3

## Gordon, Miriam

**From:** Christopher Williams <chris@williamslitigation.com>
**Sent:** Friday, September 13, 2024 4:14 PM
**To:** PrivacySettlement
**Subject:** [EXT] FW: Katz-Lacabe et al v. Oracle America, Inc., Document Request rneiman@angeiongroup.com
**Attachments:** Condensed Motion for Approval with Exhibits.pdf

To all the money hungry attorneys at Leif – please see the below for a brief tip that perhaps you can incorporate in your own practice.

**From:** Christopher Williams
**Sent:** Friday, September 13, 2024 6:12 PM
**To:** rneiman@angeiongroup.com
**Cc:** Oracle Data Privacy Settlement <questions@katzprivacysettlement.com>; PrivacySettlement@lchb.com.
**Subject:** RE: Katz-Lacabe et al v. Oracle America, Inc., Document Request rneiman@angeiongroup.com

Thanks, I have received it. And here is a quick tip for your staff and Plaintiff's Counsel if you actually want to provide information to class members, but that's obviously not your goal here. Even knowing that, I'll go ahead and provide you the tip free of charge – printing the document you sent to PDF reduced it to a 10.5 MB file and made it a small enough file to attach with ease. I have sent it back to you so you are aware of that. We all learn something new everyday so maybe you should add this to your toolbox – as should the plaintiffs' counsel seeking 30 million dollars for a settlement that does nothing for class members.

**From:** Risa Neiman <securefiletransfer@angeiongroup.com>
**Sent:** Friday, September 13, 2024 5:06 PM
**To:** Christopher Williams <chris@williamslitigation.com>
**Subject:** Katz-Lacabe et al v. Oracle America, Inc., Document Request rneiman@angeiongroup.com

Mr. Williams,

Per your request, here is the full and complete Motion for Settlement and all exhibits.

**Risa Neiman**

*Director of Operations*

Angeion Group

Files attached to this message

| Filename | Size | Checksum (SHA256) |
|---|---|---|
| Plaintiffs' Unopposed Notice of Motion and Motion for Preliminary Approval of Class Action Settlement and Direction of Notice Under Rule 23(e).w.exhibits.pdf | 39.2 MB | 4c49f83190a90c560d0ee39ce9336de0070a8469f141c2182607d18ccb19f5 |

Please click on the following link to download the attachments:
https://securefiles.angeiongroup.com/message/A5rtzfOCTkXjlDMlZ24Hle

This email or download link can be forwarded to anyone.

The attachments are available until: **Sunday, 13 October.**

Message ID: `A5rtzfOCTkXjlDMlZ24Hle`

Download Files

If you need assistance accessing or using this system, please contact support at securefiletransfer@angeiongroup.com.

**Angeion Group Secure File Transfer — Secure File Transfer System:**
**https://securefiles.angeiongroup.com**

# EXHIBIT 4

Kenneth Derek PILLAY
PO Box 2052
Saratoga, CA 95070
(408) 679-3998
ken@pillay.com

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

| | |
|---|---|
| MICHAEL KATZ-LACABE and DR. JENNIFER GOLDBECK, on behalf of themselves and all others similarly situated, Plaintiffs, vs. ORACLE AMERICA, INC., Defendant | Case No. 3:22-cv-04792-RS<br><br>CLASS ACTION<br><br>OBJECTION OF CLASS MEMBER KENNTH DEREK PILLAY TO PROPOSED SETTLEMENT<br><br>Judge: Hon. Richard Seeborg<br>Courtroom: 3<br>Hearing date: November 14, 2024<br>Hearing time: 1:30 p.m. |

The Notice for the proposed settlement provides that:

"You are included if you are a Settlement Class Member, which is defined as "all **natural persons** (emphasis added) residing in the United States whose personal information, or data derived from their personal information, was acquired, captured, or otherwise collected by

Oracle Advertising technologies or made available for use or sale by or through ID Graph, Data Marketplace, or any other Oracle Advertising product or service from August 19, 2018 to the date of final judgment in the Action."

22 USC 1641 (1) provides that a "Person" means a **natural person** (emphasis added).

How have the plaintiffs determined who are "natural" persons to be included in this claim ?

Respectfully submitted,

*/s Kenneth Derek PILLAY /*

**UNITED STATES DISTRICT COURT**

**NORTHERN DISTRICT OF CALIFORNIA**

Michael Katz-Lacabe and Dr. Jennifer Golbeck, on behalf of themselves and all others similarly situated,

Plaintiffs,

vs.

ORACLE AMERICA, INC., a corporation organized under the laws of the State of Delaware,

Defendant.

Case No. 3:22-cv-04792-RS

Honorable Richard Seeborg

**DECLARATION OF STEVEN WEISBROT OF ANGEION GROUP RE: IMPLEMENTATION OF THE NOTICE PLAN & SETTLEMENT ADMINISTRATION**

I, Steven Weisbrot, declare and state as follows:

1. I am the President and Chief Executive Officer at the class action notice and claims administration firm Angeion Group, LLC ("Angeion"). Angeion specializes in designing, developing, analyzing, and implementing large-scale, un-biased, legal notification plans.

2. I have personal knowledge of the matters stated herein. In forming my opinions regarding notice in this action, I have drawn from my extensive class action experience, as described in the Declaration of Steven Weisbrot of Angeion Group re: Settlement Administration Protocol and Proposed Notice Plan (Dkt. No. 132-5) ("Notice Plan Declaration").

3. Angeion was appointed as Settlement Administrator and directed to carry out the Notice Plan in conformance with the Settlement Agreement and Release ("Agreement"), and to perform all other tasks required by the Agreement. *See* Order Granting Preliminary Approval of Class Action Settlement (Dkt. No. 135).

4. The purpose of this declaration is to provide the Parties and the Court with a summary of the work performed to implement the Court-approved Notice Plan, and to provide an update regarding the number of Claim Forms received, requests for exclusion received, and objections to the Settlement.

## NOTICE PURSUANT TO THE CLASS ACTION FAIRNESS ACT OF 2005

5. The Agreement was filed with the Court on July 18, 2024. Accordingly, pursuant to 28 U.S.C. §§ 1715(b), Angeion caused notice of the Settlement ("CAFA Notice") to be sent to the Attorneys General of all U.S. states and territories, and the Attorney General of the United States on July 26, 2024. A true and accurate copy of the CAFA Notice is attached hereto as **Exhibit A**.

## SUMMARY OF THE NOTICE PLAN

6. The Notice Plan implemented in this Settlement featured a comprehensive and multi-faceted media campaign that was designed to independently fulfill and satisfy due process requirements. Specifically, the media campaign, which consisted of state-of-the-art internet notice ("Programmatic Display Advertising"), social media notice via Facebook, Instagram, and X, and a paid search campaign via Google, was designed to deliver an approximate 80.10% reach with an

average frequency of 3.02 times each by delivering over 619 million impressions.

7. The media campaign ultimately **exceeded expectations** by delivering an approximate **83.33%** reach with an average frequency of 3.18 times each by delivering over 679 million impressions.[1]

8. The Federal Judicial Center states that a publication notice plan that reaches 70% of class members is one that reaches a "high percentage" and is within the "norm." Barbara J. Rothstein & Thomas E. Willging, Federal Judicial Center, "Managing Class Action Litigation: A Pocket Guide for Judges," at 27 (3d Ed. 2010).

9. Further, the approximate 83.33% reach achieved in this Settlement exceeds the reach percentages achieved in two prior settlements administered by Angeion which received final approval in the Northern District of California.[2] Specifically, the *Koller* settlement was granted final approval by this Court, which found:

> The Parties complied in all material respects with the Notice Plan set forth in the Settlement Agreement. The Court finds that the Notice Plan set forth in the Settlement Agreement, and effectuated pursuant to the Preliminary Approval Order, constituted the best notice practicable under the circumstances and constituted due and sufficient notice to the Settlement Class of the pendency of the Litigation; the existence and terms of the Settlement Agreement; their rights to make claims, exclude themselves, or object; and the matters to be decided at the Final Approval Hearing. Further, the Notice Plan satisfied the requirements of the United States and California Constitutions, Rule 23 of the Federal Rules of Civil Procedure, and any other applicable law.[3]

10. In addition, the reach percentage achieved in this Settlement exceeds the reach percentages achieved in two recent settlements administered by Angeion that received final approval in September 2024.[4]

---

[1] These numbers were calculated using objective syndicated advertising data relied upon by most advertising agencies and brand advertisers. It was further verified by sophisticated media software and calculation engines that cross reference which media is being purchased with the media habits of our specific Target Audience.

[2] *See Marek v. Molson Coors Beverage Company*, No. 3:21-cv-07174 (N.D. Cal.), in which final approval was granted on August 15, 2023 (approximate 82.41% reach). *See Koller v. Med Foods Inc.*, No. 3:14-cv-02400-RS (N.D. Cal.), in which final approval was granted on June 28, 2018 (approximate 78.89% reach).

[3] *See Order Granting Final Approval of Class Action Settlement and Judgment*, No. 3:14-cv-02400-RS (N.D. Cal.) (Dkt. No. 169, ¶ 7).

[4] *See Barnes v. Unilever United States Incorporated*, No. 1:21-cv-06191 (N.D. Ill.), in which final approval was granted on September 16, 2024. The media plan in *Barnes* achieved an approximate 80.74% reach. There

11. The approximate 83.33% reach achieved by the media campaign portion of the Notice Plan is separate and independent from the additional robust notice efforts undertaken in this Settlement, which included disseminating notice via significant email notice and reminder email notice campaigns, complemented by two national press releases, and the implementation of a dedicated Settlement Website and toll-free hotline.

**MEDIA NOTICE**

12. On August 29, 2024, Angeion commenced a robust and comprehensive media campaign featuring state-of-the-art internet notice, and social media notice via leading social media platforms Facebook, Instagram, and X, using advanced technology to programmatically target advertisements regarding the Settlement to members of the Target Audience, *i.e.*, to individuals most likely to be members of the Settlement Class.[5]

13. Media campaign advertisements were disseminated through September 25, 2024, utilizing websites accessible on computers, mobile phones, and tablets, and via the social media platforms' desktop sites, mobile sites, and mobile apps to deliver over 679 million impressions.

14. Programmatic internet advertisements were placed on notable websites including yahoo.com, espn.com, foxnews.com, washingtonpost.com, usatoday.com, nytimes.com, cnn.com, msn.com, weather.com, nypost.com, politico.com, people.com, huffpost.com, realtor.com, cnbc.com, abcnews.go.com, nbcnews.com, cbssports.com, nbcsports.com, newsmax.com, thehill.com, forbes.com, latimes.com, reuters.com, npr.org, bloomberg.com, businessinsider.com, and usatoday.com, amongst others.

15. True and accurate copies of the internet notice advertisements and social media advertisements are attached hereto as **Exhibits B and C**, respectively.

16. Concurrently, Angeion commenced a paid search campaign via Google. The paid search campaign complemented the programmatic internet and social media notice by driving

---

was also notice sent via email to a small percentage of the Class for which email addresses were available. *See also Counts v. Arkk Food Company, et al.*, No. 1:23-cv-00236, in which final approval was granted on September 26, 2024. The media plan in *Counts* achieved an approximate 81.80% reach (no direct notice available in that settlement).

[5] *See* Notice Plan Declaration, ¶¶ 29-35.

Settlement Class Members who were actively searching for information about the Settlement to the dedicated Settlement Website.

## DIRECT NOTICE

**Settlement Class Member Data**

17. On or about August 9, 2024, Oracle's Counsel provided Angeion with data containing the email addresses for members of the Settlement Class. The data contained 849,579,961 records. Angeion analyzed the data to identify duplicative records and assigned unique Notice identification numbers to each of the 843,006,891 unique records (the "Class List").

18. Angeion then subjected the email addresses on the Class List to a cleansing and validation process. The email cleansing process is designed to remove extra spaces, fix common typographical errors in domain names, and correct insufficient domain suffixes (*e.g.*, gmal.com to gmail.com, gmail.co to gmail.com, yaho.com to yahoo.com, etc.). The email addresses on the Class List were then subjected to an email validation process whereby each email address was compared to known bad email addresses and crosschecked against lists of known invalid domains.[6] Email addresses that were not designated as a known bad address were verified by contacting the Internet Service Provider ("ISP") to determine whether the email address exists.

19. As a result of the above-described efforts, a total of 455,765,810 unique email addresses were preliminarily identified as valid. To my knowledge, this email campaign represents the single largest email-based Legal Notification campaign ever effectuated.

**Email Notice**

20. Between August 29, 2024 and September 28, 2024, Angeion disseminated the Email Notice to the 455,765,810 records with valid email addresses on the Class List. A true and accurate copy of the Email Notice is attached hereto as **Exhibit D**.

21. To optimize deliverability, Angeion strategically staggered the release of the Email Notices, starting with a smaller number of emails and gradually increasing the volume of emails sent

[6] Angeion maintains a database of email addresses that were returned as permanently undeliverable, commonly referred to as a hard bounce, from prior campaigns. Where an address has been returned as a hard bounce within the last year, that email is designated as a known bad email address.

to a given domain. It has been our experience that this form of "priming" or "warming up" serves to minimize the probability of ISPs blocking email notices. The chart below illustrates the number of initial Email Notices sent by week:

| Date Range Sent | Emails Sent |
|---|---|
| August 29, 2024 – September 04, 2024 | 79,011,524 |
| September 05, 2024 – September 11, 2024 | 116,060,155 |
| September 12, 2024 – September 18, 2024 | 111,685,915 |
| September 19, 2024 – September 25, 2024 | 112,985,139 |
| September 26, 2024 – September 28, 2024 | 36,023,077 |
| **Total** | **455,765,810** |

22. As illustrated above, all Email Notices were sent by September 28, 2024. In total, 319,889,462 Email Notices were deemed successfully delivered (70.19%) and 135,876,348 were unable to be delivered (29.81%). Of the Email Notices that were delivered, over 24 million had statuses indicating the Email Notice was either clicked or opened, which in my opinion greatly exceeds typical results in Legal Notice campaigns.

**Reminder Email Notice Campaign**

23. At the direction of the Parties, Angeion caused an additional round of Email Notice ("Reminder Email Notice") to be distributed to 343,812,487 records where a Claim Form had not yet been filed and whose initial Email Notice was not classified as a hard bounce.[7] The volume of the Reminder Email Notice campaign would have by itself represented one of the largest email notice campaigns undertaken in any class action and was undertaken *in additi*on to the Notice Plan that was approved by this Court, exceeding customary notice efforts deployed in similar matters.

24. The Reminder Email Notice campaign that commenced on or about October 7, 2024 provided Settlement Class Members with an additional opportunity to submit a Claim Form, request exclusion from the Settlement, or object to the Settlement. A true and accurate copy of the Reminder Email Notice is attached hereto as **Exhibit E**.

**PRESS RELEASES**

[7] Excluded from the email list were records for Class Members who informed Angeion they did not wish to receive future communications, and records where it was determined a Claim Form had already been submitted.

25. On September 11, 2024, Angeion caused a press release announcing the Settlement to be distributed over PR Newswire to further spread news of the settlement.

26. Angeion caused a second press release regarding the Settlement to be distributed over PR Newswire on October 1, 2024. The press releases contributed to the overall earned media garnered in this Settlement, which is discussed in greater detail below. True and accurate copies of the press releases are attached hereto as **Exhibit F**.

## SOCIAL MEDIA MONITORING

27. As part of the Notice Plan, Angeion commenced active listening on Facebook, Instagram, and X, where traffic on these social media platforms was monitored by Angeion for discussion of the Settlement. Where appropriate, Angeion responded by directing Settlement Class Members to the Settlement Website where Settlement Class Members can view answers to frequently asked questions about the Settlement, including important dates and deadlines.

## MEDIA MONITORING

28. Angeion's media team used advanced software to gauge the impact of the earned media garnered in this Settlement. In total, it was determined the Settlement received approximately 41,300,000 coverage views, 32,600 engagements[8] and 1.79 billion in online readership. In practice, this means that combined, there was approximately 1.79 billion visits across the various the online websites where the Settlement received coverage. Notable sources that covered the Settlement on its website include MSN, Yahoo Finance, Associated Press, Business Insiders, USA Today, Reuters, and the Washington Examiner, amongst others.

29. Attached hereto as **Exhibit G** is a summary of the earned media garnered, as well as highlights of the earned media.

## SETTLEMENT WEBSITE

30. On August 28, 2024, Angeion established the following website devoted to this Settlement: www.KatzPrivacySettlement.com ("Settlement Website"). The Settlement Website contains general information about this Settlement, including important dates and deadlines, and

[8] Engagements represent the combined total of likes, comments and shares on social media platforms.

answers to frequently asked questions. The Settlement Website also has a "Contact Us" page whereby Settlement Class Members can send a message with any additional questions to a dedicated email address and were able to submit a Claim Form via a customized secure online portal during the claim filing period.

31. The Settlement Website also featured a customized virtual assistant that provided Settlement Class Members with automated immediate responses to questions regarding the Settlement. To date, 91,264 Settlement Website visitors interacted with the custom developed virtual assistant.

32. Settlement Class Members can also review or download relevant Court documents, including the Detailed Notice[9], the Claim Form, Request for Exclusion Form, the Order Granting Preliminary Approval of Class Action Settlement, the Agreement, the operative Complaint filed in this Action, and Plaintiffs' Motion for Attorneys' Fees. True and accurate copies of the Detailed Notice, Claim Form, and Request for Exclusion Form are attached hereto as **Exhibits H, I, and J**, respectively.

33. As of October 28, 2024, the Settlement Website has had 27,448,373 page views and 14,570,277 sessions, which represents the number of individual sessions initiated by all users.

**TOLL-FREE PHONE NUMBER**

34. On August 28, 2024, Angeion established the following toll-free line dedicated to this case: 1-888-255-4036. The toll-free line utilizes an interactive voice response ("IVR") system to provide Settlement Class Members with responses to frequently asked questions, the ability to request a Detailed Notice or Claim Form and includes general information about the Settlement including important dates and deadlines. The toll-free line is accessible 24 hours a day, 7 days a week.

35. As of October 28, 2024, there have been 40,639 calls to the toll-free telephone number representing approximately 195,239 minutes of use.

**CLASS MEMBER COMMUNICATION**

36. In addition to the responses to frequently asked questions available on the Settlement Website, customized virtual assistant and toll-free IVR telephone support, Angeion received and

[9] Available in English and Spanish.

responded to over 28,000 emails sent by potential members of the Settlement Class. Angeion's staff also handled over 179 phone calls with potential Settlement Class Members. Many of these communications involved providing assurance that the notice received was not a scam or assistance with submitting a Claim Form. Angeion mailed a copy of the Detailed Notice and/or Claim Form to each of the approximately 1,816 individuals who requested one or both.

## CLAIM FORM SUBMISSIONS

37. The deadline for Settlement Class Members to submit a Claim Form was October 17, 2024. As of October 28, 2024, Angeion has received approximately 3,234,120 timely Claim Form submissions and approximately 68 late Claim Form submissions.

38. Throughout the Notice period, the claims processing functionality properly operated, without any systemic issues that would have impeded the submission of claims.

**Fraud Detection**

39. All online Claim Form submissions received have preliminarily passed fraud detection review. Angeion is continuing its comprehensive fraud detections efforts via AngeionAffirm, its proprietary fraud detection system, in conjunction with Angeion's strategic partner, ClaimScore.[10]

40. In addition to the ongoing comprehensive fraud detection review, these Claim Form submissions are still subject to final audits, including the full assessment of each claim's validity and a review for duplicate submissions. Angeion will conduct a final review of all claims and provide the parties with a report as to the number of claims which are determined to be valid, rejected, or deficient.

**Claim Forms Received**

41. The approximate 3.2 million Claim Form submissions received represents the second most claim submissions Angeion has received in any of the 100+ privacy/data incident cases Angeion has previously administered[11], surpassing the number of claim submissions received in the notable settlements listed below:[12]

---

[10] *See* Notice Plan Declaration, ¶¶ 51-52 for additional details regarding AngeionAffirm and ClaimScore.

[11] *In re: Facebook Inc. Consumer Privacy User Profile Litigation*, No. 3:18-md-02843-VC (N.D. Cal.) received over 17.7 million claims (after fraud review and deduplication), which was the most claims filed in class action history.

[12] These settlements were all granted final approval by their respective courts.

| Case Name | Case No. | Court | Claims Received |
|---|---|---|---|
| Lundy, et al. v. Meta Platforms Inc. | 3:18-cv-06793-JD | N.D. Cal. | 2.4 million + |
| In re: Facebook Internet Tracking Litigation | 5:12-md-02314-EJD | N.D. Cal. | 2.1 million + |
| In re: Google Plus Profile Litigation | 5:18-cv-06164-EJD | N.D. Cal. | 1.8 million + |
| In re: TikTok Inc., Consumer Privacy Litigation | 1:20-cv-04699 | N.D. Ill. | 1.2 million + |
| Cottle, et al. v. Plaid Inc. | 4:20-cv-03056-DMR | N.D. Cal. | 1.19 million + |

42. This is especially impressive since the class members in the Google, Facebook/Meta, and TikTok settlements had pre-existing relationships with those respective defendants, and therefore were familiar with the defendants' services. By contrast, the Settlement Class Members in this Settlement did not have a comparable pre-existing relationship nor familiarity with the defendant, Oracle America, Inc. In my opinion, this Settlement more closely resembles the *Plaid* Settlement, which received just under 1.2 million claim submissions. Likewise, notice in *Plaid* was disseminated via a combination of media notice and direct notice.

## REQUESTS FOR EXCLUSION

43. The deadline for Settlement Class Members to request exclusion from the Settlement was October 17, 2024. As of October 29, 2024, Angeion has received 467 timely requests for exclusion and 14 late requests for exclusion from the Settlement. Angeion is currently reviewing these requests for exclusion for validity. A list containing the names of the individuals who have requested exclusion from the Settlement is attached hereto as **Exhibit K and K-1**, respectively.

## OBJECTIONS TO THE SETTLEMENT

44. The deadline for Settlement Class Members to object to the Settlement was October 17, 2024. As of October 30, 2024, Angeion was made aware of 28 objections to the Settlement. The Dkt. Nos. associated with the objections are included on the list attached hereto as **Exhibit L**. Below is a summary of the objections that pertain to notice and administration aspects of the Settlement.

**Dkt. Nos. 137, 148, 149, 151 and 153 – Christopher L. Williams**

45. Objector disagrees with the costs to provide notice, administration, and distribution services for this Settlement. As discussed in the Notice Plan Declaration ¶ 59, Angeion has agreed to provide notice, administration, and distribution services for a total amount not to exceed $4.8 million. Included in that estimate are costs associated with the independent, due process media notice campaign

discussed therein, as well as the costs to disseminate notice via the largest email notification campaign in class action history that I am aware of. The caveat included with respect to the estimated costs relates to potential changes in the scope of services covered by the estimate, including the assumed class size for notice, administration, and distribution purposes, stating that deviations from the underlying foundational assumptions that guided the development of the estimate may impact overall costs. The cost estimates, which are inherently uncertain, are based upon limited information available to Angeion at the time the estimate was developed, standard assumptions utilized by industry for the purpose of developing such estimates, as well as Angeion's experience administering similar settlements.

46. The objection also referenced a request to receive specific documents relating to the Settlement. Angeion provided documents relevant to the Settlement administration to the objector via email.

47. The objection states it is "premature to approve the Settlement without knowing how many Class Members were properly notified". This declaration describes the robust and multifaceted notice tactics implemented to effectuate the Court-approved Notice Plan, as well as the additional Reminder Email Notice efforts that were undertaken which were above and beyond the requirements of the Court-approved Notice Plan. Given the due process media notice campaign is targeted at an overinclusive proxy Target Audience (as discussed in the Notice Plan Declaration), it is not possible to affirmatively state the exact number of Settlement Class Members that received notice. As described herein, the comprehensive media plan delivered an approximate 83.33% reach to the overinclusive Target Audience, and was supplemented by two of the largest email-based Legal Notification programs in this country's history.

48. The objection also references specific terms of the Settlement negotiated by the parties. Angeion was not involved with, nor privy to, the negotiation of or rationale underlying such terms. Accordingly, Angeion is unable to comment and takes no position in response to the other aspects of the objection.

**Dkt. Nos. 146 and 173 – Roger M. Loeb**

49. Mr. Loeb's supplemental objection (Dkt. No. 173) indicated the Email Notice was received in his spam folder. As described in the Notice Plan Declaration ¶¶ 23-26, Angeion employs industry best practices to increase the deliverability of email notifications. Angeion also attempts to coordinate with email providers and other third-parties to reduce the possibility that Court-Ordered notifications are blocked, flagged as spam, or otherwise handled in a manner that reduces the likelihood of delivery. Regardless of best efforts made and best practices followed, inevitably some percentage of emails will be marked as spam. This is true in virtually every mass email campaign, whether in the class action or marketing context, because individual email recipients (or their email administrator) control their security settings via their ISP or email client. These are the settings that influence what is and what is not categorized as spam by the receiving entity irrespective of the Settlement Administrator's efforts.

50. It is important to note, the large volume of media coverage garnered by this Settlement and multiple rounds of direct notice all served to provide notice of the Settlement and were utilized in addition to the independent and comprehensive due process media notice campaign.

**Dkt. No. 152 – Kimberley Cane**

51. In addition to submitting an objection, this objector submitted a request to be excluded from the Settlement.

**Dkt. No. 155 – David A. LeCaptain**

52. This objection indicated the Email Notice was received in the objector's spam folder. This was addressed above pertaining to the Roger M. Loeb objection (Dkt. No. 173).

**Dkt. No. 157 – Yong Henry**

53. In addition to submitting an objection, this objector submitted a request to be excluded from the Settlement.

**Dkt. No. 159 – Christian Loszpe**

54. In addition to submitting an objection, this objector submitted a request to be excluded from the Settlement.

**Dkt. No. 160 – Angela Casler**

55. In addition to submitting an objection, this objector submitted a request to be excluded from the Settlement and submitted a Claim Form. The objector subsequently withdrew the Claim Form submission but has not withdrawn the request to be excluded from the Settlement.

**Dkt. No. 162 – Diana Spangler**

56. Objection indicated that the links in the Email Notice received did not work properly. Angeion reviewed the original Email Notice sent and confirmed that the links were functioning properly, and as intended. Further, other Settlement Class Members who received an Email Notice in the same batch as the objector did not report any trouble with links. Based on Angeion's experience, issues with links contained in emails are typically related to browser configurations and/or individual security settings, which usually can be resolved by turning off the VPN (if one is utilized), trying another device (*i.e.* a mobile phone, tablet), or by disabling browser plug-ins that block link tracking. We did not locate any records that demonstrate this individual contacted Angeion about this issue.

57. Angeion has since been in contact with Ms. Spangler wherein a pdf of the Claim Form was provided and she was advised she could complete the Claim Form if she wishes, and it will be considered timely. We do not have a returned Claim Form as of the date of this declaration.

**Dkt. No. 163 – Edward Jason Stanek**

58. Objection stated that the Settlement Class Member was "notified only seven days before the deadline to object." The notice that the objector is referencing was the *Reminder* Email. According to Angeion's records, the objector's initial Email Notice was delivered on September 9, 2024, at approximately 10:33 p.m. Central Time to the same email address as the Reminder Email Notice.

59. Angeion has since reached out to Mr. Stanek via email and provided a pdf of the Claim Form, along with an indication he could complete it and return it to us, and it will be considered timely. We do not have a returned Claim Form as of the date of this declaration.

**Dkt. No. 164 – Anthony Trupia**

60. In addition to submitting an objection, this objector submitted a request to be excluded from the Settlement.

**Dkt. No. 167 – Michael Clark**

61. Objection alleged that Settlement Class Members must permit Angeion to sell their data in order to receive compensation under the Settlement. This is not accurate. Pursuant to the terms of the Agreement, Angeion will keep the identities and contact information of members of the Settlement Class confidential, using them only for purposes of administrating this Settlement.[13] This is in compliance with the Protective Order entered in this matter (Dkt. No. 28) and is consistent with Angeion's policies for handling class member data.

**Dkt. No. 172 – Dan Kelley**

62. The objector indicated he received notice on October 8, 2024. Angeion searched the Class List but was unable to locate the email address that was listed in the objection. As a result, Angeion can confirm that Email Notice was not sent to the email address that the objector lists in the objection. As discussed above, all Email Notices for this Settlement were initially sent on or before September 28, 2024.

63. The objector claimed the Settlement Website allegedly had "pop-up rules" and ad "blockers" that would prevent a claimant from receiving confirmation that a Claim Form was submitted. This is not accurate. The Settlement Website is not constructed or configured to include the features referenced, as these are typically configuration settings available in a user's browser. Further, the confirmation of submission is presented directly in the Settlement Website and a separate confirmation email is sent to the email address provided in the claim submission.

64. The objector also indicated having difficulty with the "submit" button on the online Claim Form. The online Claim Form is structured such that an incomplete Claim Form may not be submitted until all the required fields are completed. If there are fields that are incomplete such that a Claim Form cannot be submitted, the Settlement Website displays an error message that shows the fields that must be completed in order to submit a Claim Form. After the user resolves the error by completing the requisite fields, the Settlement Website allows the Claim Form to be submitted. Angeion attempted to recreate an issue with the submit button but was unable to do so. Further,

[13] *See* Settlement Agreement and Release (Dkt. No. 132-2, § 7.1).

Angeion was unable to locate any communication that was sent from the email address provided in the objection that pertained to claim filing issues, nor that came from the Settlement Website's "contact us" form directly.

65. Angeion has since confirmed receipt of a Claim Form from Mr. Kelley.

**OTHER CORRESPONDENCE**

66. Angeion was informed Ashley Terrell contacted the Court regarding the reminder Email Notice that was received. Angeion reviewed this inquiry and confirmed Ashley Terrell's inclusion as a Settlement Class Member on the Class List. Angeion's records indicate Ashley Terrell's (initial) Email Notice was successfully delivered on September 18, 2024, at approximately 5:50 a.m. Pacific Time. The Email Notice was delivered to the same email address as the reminder Email Notice was successfully delivered to. Angeion has since reached out to Ms. Terrell via phone and email and provided a pdf of the Claim Form, along with an indication she could complete it and return it to us, and it will be considered timely. We do not have a returned Claim Form as of the date of this declaration, however, Ms. Terrell indicated she intends to complete and return the Claim Form.

67. Angeion was informed Alejandro Velez Martinez contacted the Court regarding difficulty filing a claim. With Angeion's assistance, Mr. Martinez successfully submitted a Claim Form.[14]

## CONCLUSION

68. As discussed above, the robust state-of-the-art media plan **exceeded expectations** by independently delivering an approximate 83.33% reach with an average frequency of 3.18 times each. The 83.33% reach is separate and apart from the Email Notice efforts, which to the best of my knowledge represented the largest email notification campaign ever undertaken in any class action in history. The reach achieved by the media campaign is likewise independent from the other comprehensive notice efforts, which included disseminating hundreds of millions reminder Email Notices, issuing two national press releases, developing and implementing a dedicated Settlement

[14] Note: the claimant responded "No" to the Claim Form question regarding residing "in the United States at any point between August 19, 2018 and the present day." Based on that response, the claimant is not eligible to receive a payment.

Website with a customized virtual assistant programmed to provide automated immediate responses to Settlement Class Member inquiries, and establishing the dedicated toll-free interactive voice response system, which further served to inform Settlement Class Members of their rights and options under the Settlement.

69. It remains my professional opinion that the comprehensive and multifaceted Notice Plan implemented herein provided full and proper due process notice to Settlement Class Members before the claims, opt-out, and objection deadlines by way of the state-of-the art media plan while additionally providing notice of the Settlement via the largest email notification campaign that I am aware of in any class action in history. Moreover, it is my professional opinion that the Notice Plan was the best notice that is practicable under the circumstances, and fully comported with Fed. R. Civ. P. 23, and the Northern District's Procedural Guidance for Class Action Settlements.

I declare under penalty of perjury that the foregoing is true and accurate to the best of my knowledge.

Dated: October 31, 2024

STEVEN WEISBROT

# Exhibit A

ANGEION GROUP
Writing the Rules

1650 Arch Street • Suite 2210 • Philadelphia PA 19103
www.angeiongroup.com

**July 26, 2024**

VIA USPS PRIORITY MAIL

United States Attorney General & Appropriate Officials

**Re: Notice of Proposed Class Action Settlement**

Dear Counsel or Official:

Angeion Group, an independent claims administrator, on behalf of Oracle America, Inc., hereby provides your office with this notice under the provisions of the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1715, to advise you of the following proposed class action settlement:

**Case Name:** *Katz-Lacabe, et al., v. Oracle America, Inc.*
**Case Number:** 3:22-cv-04792-RS
**Jurisdiction:** United States District Court for the Northern District of California
**Date Settlement Filed with Court:** July 18, 2024

In accordance with the requirements of 28 U.S.C. § 1715, copies of the documents referenced below will be made available at https://www.angeiongroup.com/cafa/.

1. **28 U.S.C. § 1715(b)(1)-Complaint:** The Class Action Complaint filed with the Court on August 19, 2022 (Dkt. No. 1); the First Amended Class Action Complaint filed with the Court on August 29, 2023 (Dkt. No. 72) and (redacted) supporting Exhibits A and B (Dkt. No. 84); and the Second Amended Class Action Complaint filed with the Court on November 17, 2023 and (redacted) supporting Exhibits A, B, and C (Dkt. No. 87-87-3).

2. **28 U.S.C. § 1715(b)(2)-Notice of Any Scheduled Judicial Hearings:** The Court has set a hearing on Plaintiffs' unopposed motion for preliminary settlement approval at 1:30 PM PT on August 8, 2024 in Courtroom 3 (17th Floor) of the San Francisco Courthouse, 450 Golden Gate Avenue, San Francisco, CA 94102

3. **28 U.S.C. § 1715(b)(3)-Notification to Class Members:** The proposed Detailed Notice, Email Notice, and the Declaration of Steven Weisbrot describing the proposed Notice Plan, each filed with the Court on July 18, 2024.

4. **28 U.S.C. § 1715(b)(4)-Class Action Settlement Agreement:** The Settlement Agreement and Release filed with the Court on July 18, 2024.

5. **28 U.S.C. § 1715(b)(5)-Any Settlement or Other Agreements:** There are no other settlements or agreements made between counsel for the Parties related to the class defined in the proposed settlement.

6. **28 U.S.C. § 1715(b)(6)-Final Judgment:** As of the date of this Notice, no Final Judgment or notice of dismissal has been entered in this case.

7. **28 U.S.C. § 1715(b)(7)(B)-Estimate of Class Members:** At this time, it is not feasible to provide a breakdown of Class Members by state. Based on public reports, Settlement Class Counsel estimates there are likely 220 million Class Members. See Declaration of David T. Rudolph in Support of Preliminary Settlement Approval (ECF No. 132-1, ⁋ 25). These Class Members may be domiciled anywhere in the United States. The estimated proportional share of the Settlement benefits is not available, as it is contingent on the Class Member submission of a Claim Form.

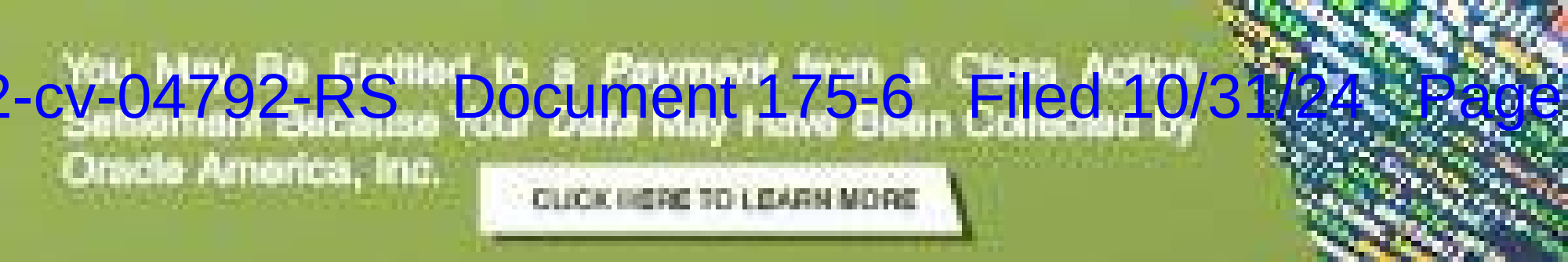
8. **28 U.S.C. §1715(b)(8)-Judicial Opinions Related to the Settlement:** The Court has not issued a judicial opinion concerning the proposed settlement at this time.

If you have any questions regarding the details of the case and settlement, please contact Oracle's counsel at:

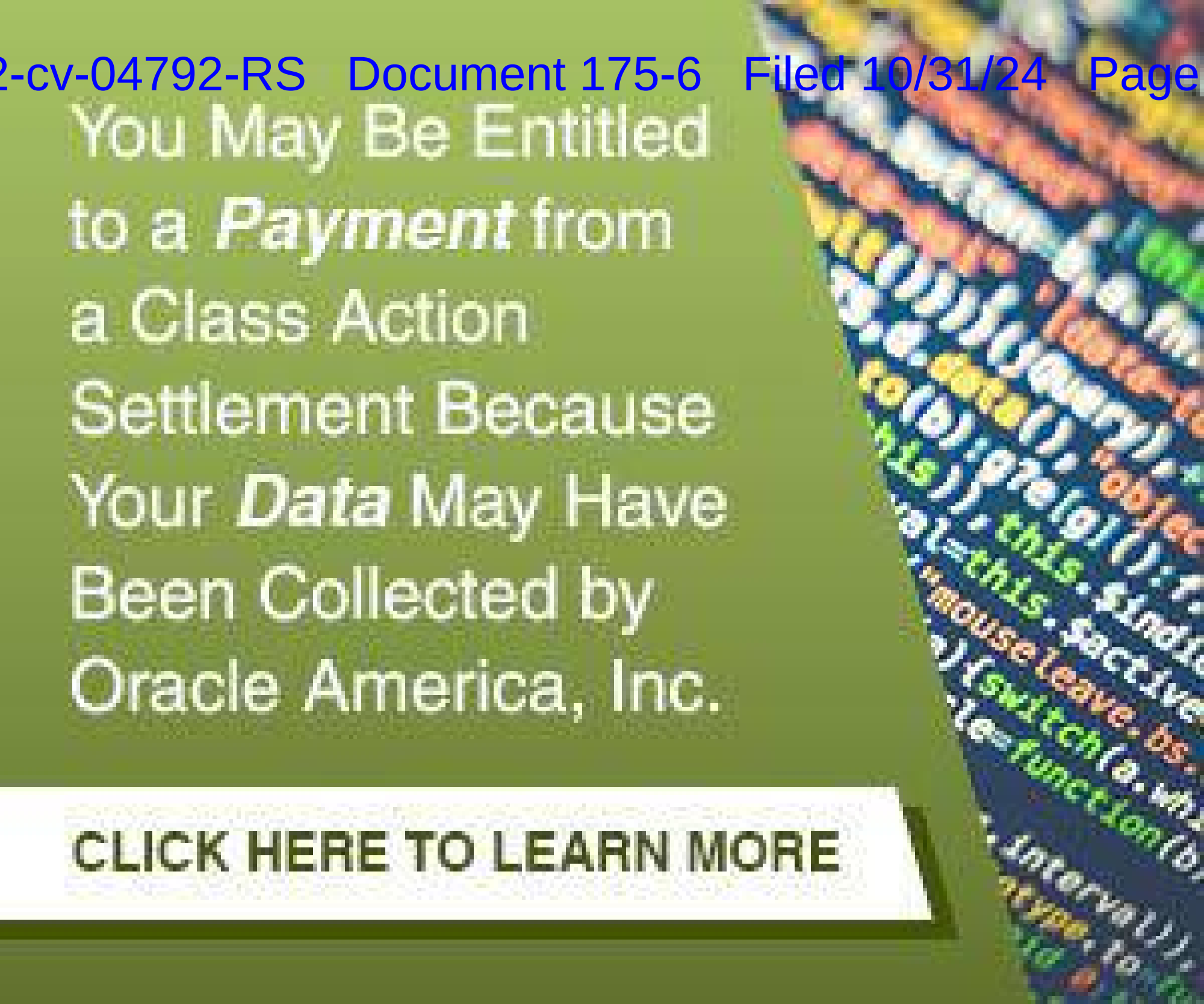
Tiffany Cheung
**MORRISON & FOERSTER, LLP**
425 Market Street
San Francisco, CA 94105
TCheung@mofo.com
Telephone: 415.268.7000

# Exhibit B


You May
Be Entitled
to a *Payment*
from a Class
Action
Settlement
Because Your
*Data* May
Have Been
Collected
by Oracle
America, Inc.
CLICK HERE
TO LEARN MORE


You May Be Entitled to a Payment from a Class Action
Oracle America, Inc.
CLICK HERE TO LEARN MORE

You May Be Entitled to a ***Payment*** from a Class Action Settlement Because Your ***Data*** May Have Been Collected by Oracle America, Inc.



**CLICK HERE TO LEARN MORE**


You May
Be Entitled
to a *Payment*
from a Class
Action Settlement
Because Your
*Data* May Have
Been Collected by
Oracle America, Inc.
CLICK HERE
TO LEARN MORE

You May Be Entitled to a Payment from a Class Action
Settlement Because Your Data May Have Been Collected
by Oracle America, Inc.
CLICK HERE TO LEARN MORE

You May Be Entitled to a ***Payment*** from a Class Action Settlement Because Your ***Data*** May Have Been Collected by Oracle America, Inc.

CLICK HERE
TO LEARN MORE



You May Be Entitled to a ***Payment*** from a Class Action Settlement Because Your ***Data*** May Have Been Collected by Oracle America, Inc.

LEARN MORE



You May Be Entitled to a Payment from a Class Action Settlement Because Your Data May Have Been Collected by Oracle America, Inc.

LEARN MORE

You May Be Entitled to a ***Payment*** from a Class Action Settlement Because Your ***Data*** May Have Been Collected by Oracle America, Inc.



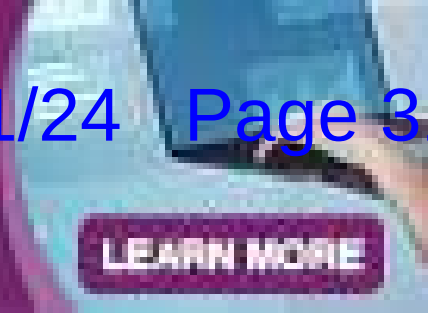
LEARN MORE

You May Be Entitled to a ***Payment*** from a Class Action Settlement Because Your ***Data*** May Have Been Collected by Oracle America, Inc.

**LEARN MORE**



You May Be Entitled to a Payment from a Class Action Settlement Because Your Data May Have Been Collected by Oracle America, Inc.



You May Be Entitled to a Payment from a Class Action Settlement Because Your ***Data*** May Have Been Collected by Oracle America, Inc.

LEARN MORE



You May Be Entitled to a ***Payment*** from a Class Action Settlement Because Your ***Data*** May Have Been Collected by Oracle America, Inc.



***CLICK HERE TO LEARN MORE***


You May Be Entitled to a Payment from
Data May Have Been Collected by Oracle
America, Inc.
CLICK
HERE TO
LEARN
MORE

You May Be Entitled to a ***Payment*** from a Class Action Settlement Because Your ***Data*** May Have Been Collected by Oracle America, Inc.



***CLICK HERE TO LEARN MORE***

You May Be Entitled to a ***Payment*** from a Class Action Settlement Because Your ***Data*** May Have Been Collected by Oracle America, Inc.



***CLICK HERE TO LEARN MORE***

You May Be Entitled to a Payment from
Data May Have Been Collected by Oracle
America, Inc.
CLICK
HERE TO
LEARN
MORE

You May Be Entitled to a ***Payment*** from a Class Action Settlement Because Your ***Data*** May Have Been Collected by Oracle America, Inc.



**CLICK HERE TO LEARN MORE**

# Exhibit C

Angleton Group
Sponsored ·

You May Be Entitled to a Payment from a Class Action Settlement Because Your Data May Have Been Collected by Oracle America, Inc.



KATZPRIVACYSETTLEMENT.COM

**Oracle Advertising Class Action Settlement**

Click here for more information

Learn more

Angeion Group
Sponsored ·

You May Be Entitled to a Payment from a Class Action Settlement Because Your Data May Have Been Collected by Oracle America, Inc.



katzprivacysettlement.com
**Oracle Advertising Class Action Settlement**

Learn more

angeion_group
Sponsored



Learn more

angeion_group You May Be Entitled to a Payment from a Class Action Settlement Because Your Data May Have Been Collected by Oracle America, Inc.

Instagram

angeion_group
Sponsored



Learn more

angeion_group You May Be Entitled to a Payment from a Class Action Settlement Because Your Data May Have Been Collected by Oracle America, Inc.

**Angeion Group** @AngeionGroup

US residents whose data was collected or sold by Oracle Advertising since August 19, 2018, may be able to receive a payment from a class action settlement.



www.katzprivacysettlement.com

Oracle Advertising Class Action Settlement

Angelion Group

Sponsored ·

You May Be Entitled to a Payment from a Class Action Settlement Because Your Data May Have Been Collected by Oracle America, Inc.



KATZPRIVACYSETTLEMENT.COM

**Oracle Advertising Class Action Settlement**

Click here for more information

Learn more

**Angelon Group**
Sponsored ·

You May Be Entitled to a Payment from a Class Action Settlement Because Your Data May Have Been Collected by Oracle America, Inc.



katzprivacysettlement.com
**Oracle Advertising Class Action Settlement**

**Learn more**

angeion_group
Sponsored



Learn more

angeion_group You May Be Entitled to a Payment from a Class Action Settlement Because Your Data May Have Been Collected by Oracle America, Inc.

Instagram

angeion_group
Sponsored



Learn more

angeion_group You May Be Entitled to a Payment from a Class Action Settlement Because Your Data May Have Been Collected by Oracle America, Inc.

**Angeion Group** @AngeionGroup

US residents whose data was collected or sold by Oracle Advertising since August 19, 2018, may be able to receive a payment from a class action settlement.



www.katzprivacysettlement.com

Oracle Advertising Class Action Settlement

Angleton Group

Sponsored ·

You May Be Entitled to a Payment from a Class Action Settlement Because Your Data May Have Been Collected by Oracle America, Inc.



KATZPRIVACYSETTLEMENT.COM

**Oracle Advertising Class Action Settlement**

Click here for more information

Learn more

**Angeion Group**
Sponsored ·

You May Be Entitled to a Payment from a Class Action Settlement Because Your Data May Have Been Collected by Oracle America, Inc.



katzprivacysettlement.com
**Oracle Advertising Class Action Settlement**

Learn more

angeion_group
Sponsored



Learn more

angeion_group You May Be Entitled to a Payment from a Class Action Settlement Because Your Data May Have Been Collected by Oracle America, Inc.

Instagram

angeion_group
Sponsored



Learn more

angeion_group You May Be Entitled to a Payment from a Class Action Settlement Because Your Data May Have Been Collected by Oracle America, Inc.

**Angelion Group** @AngelionGroup

US residents whose data was collected or sold by Oracle Advertising since August 19, 2018, may be able to receive a payment from a class action settlement.



www.katzprivacysettlement.com
Oracle Advertising Class Action Settlement

Angelion Group

Sponsored ·

You May Be Entitled to a Payment from a Class Action Settlement Because Your Data May Have Been Collected by Oracle America, Inc.




KATZPRIVACYSETTLEMENT.COM

**Oracle Advertising Class Action Settlement**

Click here for more information

Learn more

**Angeion Group**
Sponsored ·

You May Be Entitled to a Payment from a Class Action Settlement Because Your Data May Have Been Collected by Oracle America, Inc.




katzprivacysettlement.com
**Oracle Advertising Class Action Settlement**

Learn more

angeion_group
Sponsored




Learn more

angeion_group You May Be Entitled to a Payment from a Class Action Settlement Because Your Data May Have Been Collected by Oracle America, Inc.

Instagram

angeion_group
Sponsored




Learn more

angeion_group You May Be Entitled to a Payment from a Class Action Settlement Because Your Data May Have Been Collected by Oracle America, Inc.

**Angeion Group** @AngeionGroup

US residents whose data was collected or sold by Oracle Advertising since August 19, 2018, may be able to receive a payment from a class action settlement.



www.katzprivacysettlement.com

Oracle Advertising Class Action Settlement

# Exhibit D

**From:** Katz Privacy Settlement
**Sent:**
**To:**
**Subject:** Legal Notice of Class Action Settlement: You May Be Entitled To Compensation

Notice ID:
Confirmation Code:

United States District Court for the Northern District of California
*Katz-Lacabe et al v. Oracle America, Inc., Case No. 3:22-cv-04792-RS*

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

---

**Our Records Indicate You May Be Entitled to a Payment from a Class Action Settlement Because Your Personal Data May Have Been Collected by Oracle America, Inc.**

---

***A federal court authorized this notice. You are not being sued. This is not an advertisement.***

**(Para la notificación en español, visite el sitio web.)**

A Settlement has been proposed in class action litigation against Oracle America, Inc. ("Oracle"). This class action alleges that Oracle improperly captured, compiled, and sold individuals' online and offline data to third parties without obtaining their consent. Oracle denies all the allegations made in the lawsuit and any wrongdoing and maintains that its practices were lawful and disclosed to individuals.

**Who is included in the Settlement?** You are included if you are a Settlement Class Member, which is defined as "all natural persons residing in the United States whose personal information, or data derived from their personal information, was acquired, captured, or otherwise collected by Oracle Advertising technologies or made available for use or sale by or through ID Graph, Data Marketplace, or any other Oracle Advertising product or service from August 19, 2018 to the date of final judgment in the Action."

**What does the Settlement provide?** Under the Settlement, Oracle will pay $115 million to establish a Settlement Fund.

To submit your claim, go to: **www.KatzPrivacySettlement.com/submit-claim**.

Class Counsel will ask the Court to award up to 25% of the Settlement Fund (i.e. up to $28.75 million) for attorneys' fees. In addition, Class Counsel will ask the Court to reimburse them out of the Settlement Fund for the expenses they reasonably incurred and will incur in litigating this case on behalf of Settlement Class Members in an amount not to exceed $225,000. Oracle has reserved the right to object or comment on Class Counsel's request for attorneys' fees and expenses in the District Court and has also agreed not to appeal any order of the District Court awarding attorneys' fees and expenses. Class Counsel will also ask the Court to approve Service Awards of up to $10,000 each for the two Class Representatives named in the complaint as an award for their service to the Settlement Class as Plaintiffs and Class Representatives ($20,000 in total) out of the Settlement Fund. Class Counsel's application for attorneys' fees, expenses, and Service Awards will be made available on the Settlement Website at **www.KatzPrivacySettlement.com** before the deadline for you to comment on or object to the Settlement.

After deducting any Court-approved attorneys' fees and expenses and Service Awards for the Class Representatives, and the costs of the Settlement administration, the Settlement Fund will be distributed to Class Members on a *pro rata* basis.

Oracle will also certify that, for as long as it continues to offer the products and services described in the complaint, it will: (i) not capture (a) user-generated information within referrer URLs (*i.e.*, the URL of the previously-visited page) associated with a website user or (b) except for Oracle's own websites, any text entered by a user in an online web form,; and (ii) implement an audit program to reasonably review customer compliance with contractual consumer privacy obligations.

**How do I get a payment?** You must submit a valid Claim Form by **October 17, 2024**. Claim forms may be submitted online at **www.KatzPrivacySettlement.com** or printed from the website and mailed to the address on the Claim Form. Claim Forms are also available by calling 1-888-255-4036 or emailing **Questions@KatzPrivacySettlement.com**. You are not required to submit a claim, but if you are in the Settlement Class and do not submit a claim, you will lose your right to claim compensation in connection with the Settlement.

**Your other options.** If you don't want to be legally bound by the Settlement, you must exclude yourself from it by **October 17, 2024**. Unless you exclude yourself, you won't be able to sue or continue to sue Oracle for any claim made in this lawsuit or released by the Settlement Agreement. If you stay in the Settlement (*i.e.*, don't exclude yourself), you may file an objection or other comment no later than **October 17, 2024**. More information about these options is available at **www.KatzPrivacySettlement.com**.

**Do I have a lawyer in the case?** If you are a Settlement Class Member, you have a lawyer in this case. The Court appointed as "Class Counsel" the law firm of Lieff Cabraser Heimann & Bernstein, LLP to represent Settlement Class Members. If you want to be represented by your own lawyer, you may hire one at your own expense.

**The Court's hearing.** The Court will hold the Final Approval Hearing at **1:30 p.m. on November 14, 2024** in Courtroom 3 (17th Floor) of the San Francisco Courthouse, 450 Golden Gate Avenue, San Francisco, CA 94102. There is no requirement that you attend the hearing—you may submit a claim, object, comment or exclude yourself from the Settlement without attending the hearing. At the Final Approval Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, including Class Counsel's application for attorneys' fees, expenses, and for Service Awards.

**How Do I Get More Information?** For more information, including the full notice, claim form and Settlement Agreement visit **www.KatzPrivacySettlement.com**, or contact the Settlement Administrator by email at **Questions@KatzPrivacySettlement.com**, by phone at 1-888-255-4036, or by mail at:

*Katz-Lacabe et al v. Oracle America, Inc.*
c/o Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

**If you are member of the Settlement Class, you may go to the Settlement website (www.KatzPrivacySettlement.com) now and make a claim.**

**PLEASE DO NOT CONTACT THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**

**This notice is only a summary.**

Unsubscribe

# Exhibit E

**From:** Katz-Lacabe v. Oracle Settlement Administrator

**Sent:**
**To:**
**Subject:** Last Chance to Submit Your Claim Form in the Katz Privacy Settlement

## REMINDER: THE DEADLINE TO SUBMIT A CLAIM FORM IN THE $115 MILLION KATZ-LACABE V. ORACLE CLASS ACTION SETTLEMENT IS OCTOBER 17, 2024

**Notice ID:**
**Confirmation Code:**

**Our Records Indicate You May Be Entitled to a Payment from this Settlement**

**Visit www.KatzPrivacySettlement.com to submit your Claim Form before the October 17, 2024 deadline.**

You can also download a Claim Form to submit by mail. Your completed Claim Form must be postmarked no later than **October 17, 2024**.

**October 17, 2024** is also the deadline to **opt out** of or **object** to the Settlement. For complete information, please visit **www.KatzPrivacySettlement.com**.

**Questions?** Contact the Settlement Administrator:

Katz-Lacabe et al v. Oracle America, Inc.
1650 Arch Street, Suite 2210
Philadelphia, PA 19103
Email: Questions@KatzPrivacySettlement.com
Call Toll-Free: 1-888-255-4036

Unsubscribe

# Exhibit F

# Settlement Administrator Angeion Group Announces $115 Million Proposed Class Action Settlement Involving Oracle America, Inc.

NEWS PROVIDED BY
**Angeion Group** →
Sep 11, 2024, 17:06 ET

*A federal court authorized this notice. This is not a solicitation from a lawyer.*

PHILADELPHIA, Sept. 11, 2024 /PRNewswire/ -- A Settlement has been proposed in class action litigation against Oracle America, Inc. ("Oracle"). This class action alleges that Oracle improperly captured, compiled, and sold individuals' online and offline data to third parties without obtaining their consent. Oracle denies all the allegations made in the lawsuit and any wrongdoing and maintains that its practices were lawful and disclosed to individuals.

The Court will decide whether to approve the proposed Settlement. If approved, the Settlement will resolve the litigation entitled *Katz-Lacabe et al v. Oracle America, Inc*., Case No. 3:22-cv- 04792-RS, which is pending before Judge Richard Seeborg in the Northern District of California.

**Who is included in the Settlement?** You are included if you are a Settlement Class Member, which is defined as "all natural persons residing in the United States whose personal information, or data derived from their personal information, was acquired, captured, or otherwise collected by Oracle Advertising technologies or made available for use or sale by or through ID Graph, Data Marketplace, or any other Oracle Advertising product or service from August 19, 2018 to the date of final judgment in the Action."

**What does the Settlement provide?** Under the Settlement, Oracle will pay $115 million to establish a Settlement Fund.

To submit your claim, go to: **www.KatzPrivacySettlement.com/submit-claim**.

Class Counsel will ask the Court to award up to 25% of the Settlement Fund (*i.e.,* up to $28.75 million) for attorneys' fees. In addition, Class Counsel will ask the Court to reimburse them out of the Settlement Fund for the expenses they reasonably incurred and will incur in litigating this case on behalf of Settlement Class Members in an amount not exceed $225,000. Oracle has reserved the right to object or comment on Class Counsel's request for attorneys' fees and expenses in the District Court and has also agreed not to appeal any order of the District Court awarding attorneys' fees and expenses. Class Counsel will also ask the Court to approve Service Awards of up to $10,000 each for the two Class Representatives named in the complaint as an award for their service to the Settlement Class as Plaintiffs and Class Representatives ($20,000 in total) out of the Settlement Fund. Class Counsel's application for attorneys' fees, expenses, and Service Awards will be made available on the Settlement Website at **www.KatzPrivacySettlement.com** before the deadline for Settlement Class Members to comment on or object to the Settlement.

After deducting any Court-approved attorneys' fees and expenses and Service Awards for the Class Representatives, and the costs of the Settlement administration, the Settlement Fund will be distributed to Settlement Class Members on a *pro rata* basis.

Oracle will also certify that, for as long as it continues to offer the products and services described in the complaint, it will: (i) not capture (a) user-generated information within referrer URLs (*i.e.*, the URL of the previously-visited page) associated with a website user or (b) except for Oracle's own websites, any text entered by a user in an online web form,; and (ii) implement an audit program to reasonably review customer compliance with contractual consumer privacy obligations.

**How do I get a payment?** You must submit a valid Claim Form by **October 17, 2024**. Claim forms may be submitted online at **www.KatzPrivacySettlement.com** or printed from the website and mailed to the address on the Claim Form. Claim Forms are also available by calling 1-888-255-4036 or emailing **Questions@KatzPrivacySettlement.com**. You are not required to submit a claim, but if you are in the Settlement Class and do not submit a claim, you will lose your right to claim compensation in connection with the Settlement.

**Your other options.** If you don't want to be legally bound by the Settlement, you must exclude yourself from it by **October 17, 2024**. Unless you exclude yourself, you won't be able to sue or continue to sue Oracle for any claim made in this lawsuit or released by the Settlement Agreement. If you stay in the Settlement (*i.e.*, don't exclude yourself), you may file an objection or other comment no later than **October 17, 2024**. More information about these options is available at **www.KatzPrivacySettlement.com**.

**Do I have a lawyer in the case?** If you are a Settlement Class Member, you have a lawyer in this case. The Court appointed as "Class Counsel" the law firm of Lieff Cabraser Heimann & Bernstein, LLP to represent Settlement Class Members. If you want to be represented by your own lawyer, you may hire one at your own expense.

**The Court's hearing.** The Court will hold the Final Approval Hearing at **1:30 p.m. on November 14, 2024** in Courtroom 3 (17th Floor) of the San Francisco Courthouse, 450 Golden Gate Avenue, San Francisco, CA 94102. There is no requirement that you attend the hearing—you may submit a claim, object, comment or exclude yourself from the Settlement without attending the hearing. At the Final Approval Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, including Class Counsel's application for attorneys' fees, expenses, and for Service Awards.

**How Do I Get More Information? This notice is only a summary.** For more information, including the full notice, claim form and Settlement Agreement visit **www.KatzPrivacySettlement.com**, or contact the Settlement Administrator by email at **Questions@KatzPrivacySettlement.com**, by phone at 1-888-255-4036, or by mail at: *Katz-Lacabe et al v. Oracle America, Inc.,* c/o Settlement Administrator**,** 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.

**Media Contact:**
Angeion Group
Shiri Lasman
(215) 563-4116

SOURCE Angeion Group

WANT YOUR COMPANY'S NEWS

# FEATURED ON PRNEWSWIRE.COM?

## GET STARTED

**440k+**
**Newsrooms & Influencers**

**9k+**
**Digital Media Outlets**

**270k+**
**Journalists Opted In**

# Settlement Administrator Angeion Group Issues a REMINDER that OCTOBER 17, 2024, is the Deadline in the $115 Million Proposed Class Action Settlement Involving Oracle America, Inc.

NEWS PROVIDED BY
**Angeion Group →**
Oct 01, 2024, 09:00 ET

*A federal court authorized this notice. This is not a solicitation from a lawyer.*

**Deadline for Filing a Claim is October 17, 2024.**

PHILADELPHIA, Oct. 1, 2024 /PRNewswire/ -- A Settlement has been proposed in class action litigation against Oracle America, Inc. ("Oracle"). This class action alleges that Oracle improperly captured, compiled, and sold individuals' online and offline data to third parties without obtaining their consent. Oracle denies all the allegations made in the lawsuit and any wrongdoing and maintains that its practices were lawful and disclosed to individuals.

The Court will decide whether to approve the proposed Settlement. If approved, the Settlement will resolve the litigation entitled *Katz-Lacabe et al v. Oracle America, Inc*., Case No. 3:22-cv- 04792-RS, which is pending before Judge Richard Seeborg in the Northern District of California.

**Who is included in the Settlement?** You are included if you are a Settlement Class Member, which is defined as "all natural persons residing in the United States whose personal information, or data derived from their personal information, was acquired, captured, or otherwise collected by Oracle Advertising technologies or made available for use or sale by or through ID Graph, Data Marketplace, or any other Oracle Advertising product or service from August 19, 2018 to the date of final judgment in the Action."

**What does the Settlement provide?** Under the Settlement, Oracle will pay $115 million to establish a Settlement Fund.

To submit your claim, go to: **www.KatzPrivacySettlement.com/submit-claim**.

The deadline to file a valid Claim is October 17, 2024.

Class Counsel will ask the Court to award up to 25% of the Settlement Fund (*i.e.,* up to $28.75 million) for attorneys' fees. In addition, Class Counsel will ask the Court to reimburse them out of the Settlement Fund for the expenses they reasonably incurred and will incur in litigating this case on behalf of Settlement Class Members in an amount not exceed $225,000. Oracle has reserved the right to object or comment on Class Counsel's request for attorneys' fees and expenses in the District Court and has also agreed not to appeal any order of the District Court awarding attorneys' fees and expenses. Class Counsel will also ask the Court to approve Service Awards of up to $10,000 each for the two Class Representatives named in the complaint as an award for their service to the Settlement Class as Plaintiffs and Class Representatives ($20,000 in total) out of the Settlement Fund. Class Counsel's application for attorneys' fees, expenses, and Service Awards will be made available on the Settlement Website at **www.KatzPrivacySettlement.com** before the deadline for Settlement Class Members to comment on or object to the Settlement.

After deducting any Court-approved attorneys' fees and expenses and Service Awards for the Class Representatives, and the costs of the Settlement administration, the Settlement Fund will be distributed to Settlement Class Members on a *pro rata* basis.

Oracle will also certify that, for as long as it continues to offer the products and services described in the complaint, it will: (i) not capture (a) user-generated information within referrer URLs (*i.e.*, the URL of the previously-visited page) associated with a website user or (b) except for Oracle's own websites, any text

entered by a user in an online web form,; and (ii) implement an audit program to reasonably review customer compliance with contractual consumer privacy obligations.

**How do I get a payment?** You must submit a valid Claim Form by **October 17, 2024**. Claim forms may be submitted online at **www.KatzPrivacySettlement.com** or printed from the website and mailed to the address on the Claim Form. Claim Forms are also available by calling 1-888-255-4036 or emailing **Questions@KatzPrivacySettlement.com**. You are not required to submit a claim, but if you are in the Settlement Class and do not submit a claim, you will lose your right to claim compensation in connection with the Settlement.

**Your other options.** If you don't want to be legally bound by the Settlement, you must exclude yourself from it by **October 17, 2024**. Unless you exclude yourself, you won't be able to sue or continue to sue Oracle for any claim made in this lawsuit or released by the Settlement Agreement. If you stay in the Settlement (*i.e.*, don't exclude yourself), you may file an objection or other comment no later than **October 17, 2024**. More information about these options is available at **www.KatzPrivacySettlement.com**.

**Do I have a lawyer in the case?** If you are a Settlement Class Member, you have a lawyer in this case. The Court appointed as "Class Counsel" the law firm of Lieff Cabraser Heimann & Bernstein, LLP to represent Settlement Class Members. If you want to be represented by your own lawyer, you may hire one at your own expense.

**The Court's hearing.** The Court will hold the Final Approval Hearing at **1:30 p.m. on November 14, 2024** in Courtroom 3 (17th Floor) of the San Francisco Courthouse, 450 Golden Gate Avenue, San Francisco, CA 94102. There is no requirement that you attend the hearing—you may submit a claim, object, comment or exclude yourself from the Settlement without attending the hearing. At the Final Approval Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, including Class Counsel's application for attorneys' fees, expenses, and for Service Awards.

**How Do I Get More Information? This notice is only a summary.** For more information, including the full notice, claim form and Settlement Agreement visit **www.KatzPrivacySettlement.com**, or contact the Settlement Administrator by email at **Questions@KatzPrivacySettlement.com**, by phone at 1-888-255-4036, or by mail at: *Katz-Lacabe et al v. Oracle America, Inc.,* c/o Settlement Administrator**,** 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.

**Media Contact:**
Angeion Group
Shiri Lasman
(215) 563-4116

SOURCE Angeion Group

WANT YOUR COMPANY'S NEWS

**FEATURED ON PRNEWSWIRE.COM?**

**GET STARTED**

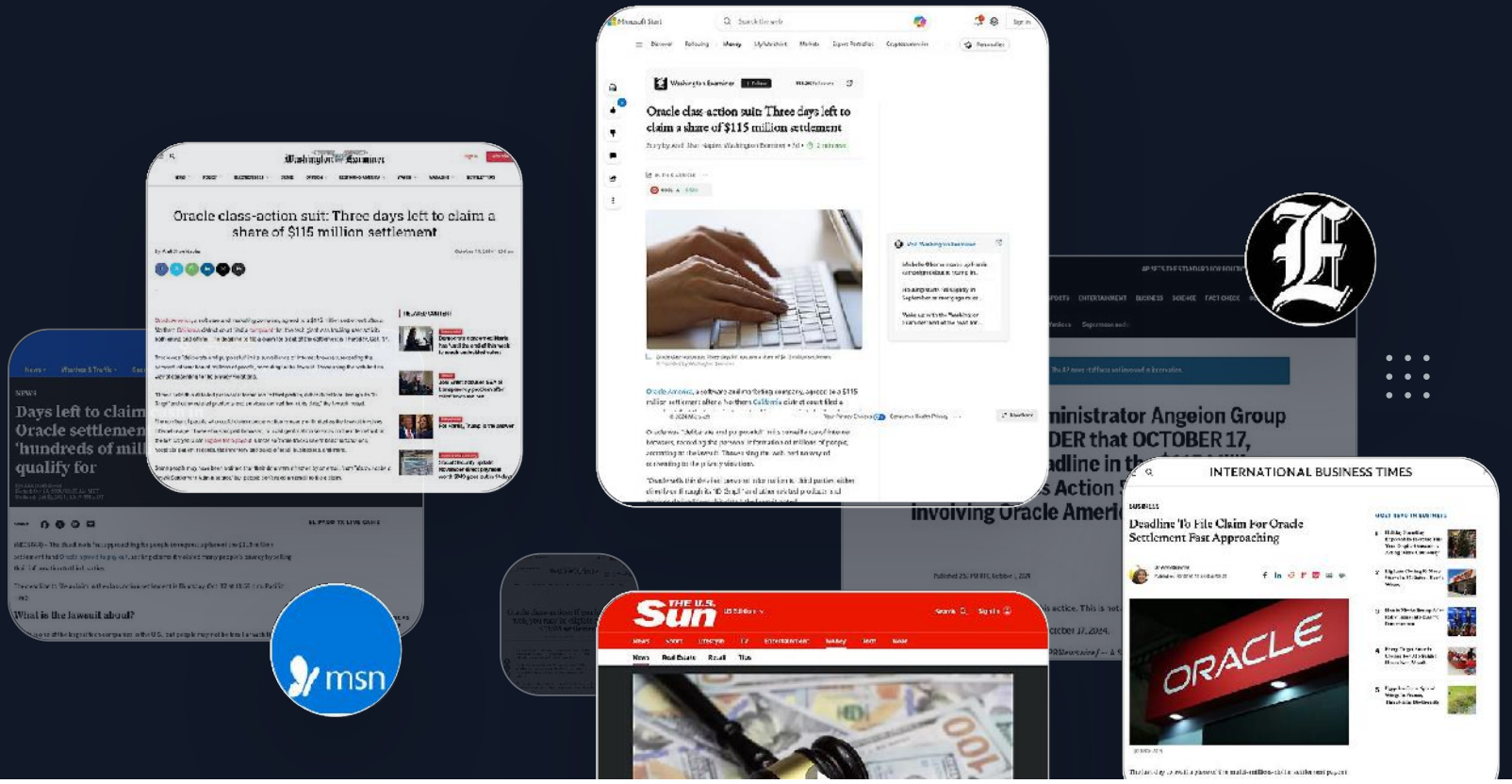
**440k+**
**Newsrooms & Influencers**

**9k+**
**Digital Media Outlets**

**270k+**
**Journalists Opted In**

# Exhibit G

# Katz-Lacabe et al v. Oracle America, Inc.



# Contents

**Summary** ..... 3

**Highlights** ..... 6

**Coverage** ..... 10

# Summary

# 1.62K
## Pieces of Coverage

Total number of online, offline and social clips in this book

# 41.3M
## Estimated Views

Prediction of lifetime views of coverage, based on audience reach & engagement rate on social

# 1.79B
## Audience

Combined total of publication-wide audience figures for all outlets featuring coverage

# 32.6K
## Engagements

Combined total of likes, comments and shares on social media platforms

# 28K
## Social Shares

Number of times the online articles have been shared on social media

# 2.67K
## Twitter Retweets

Number of times the posts have been Retweeted on Twitter

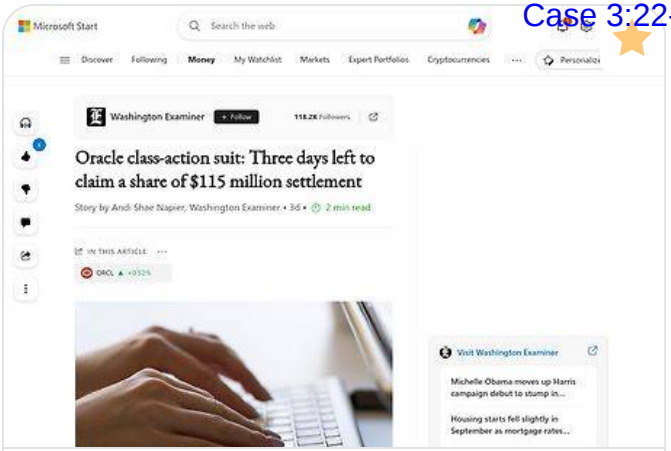


**7.51K**

**Twitter Shares**

Number of times the online articles have been shared on Twitter

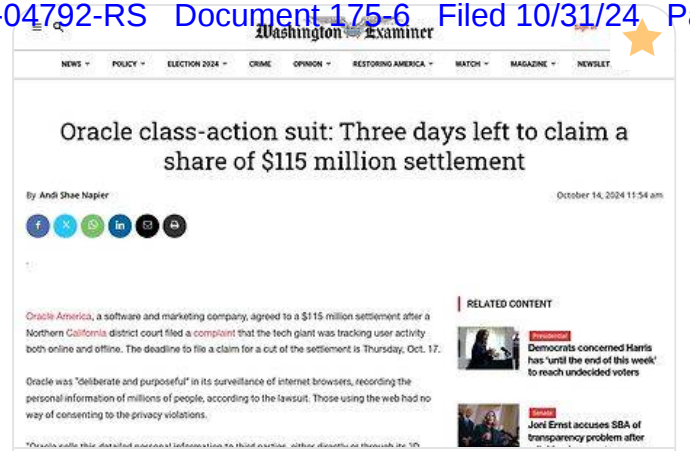
# Highlights




**MSN**

Oracle class-action suit: Three days left to claim a share of $115 million settlement

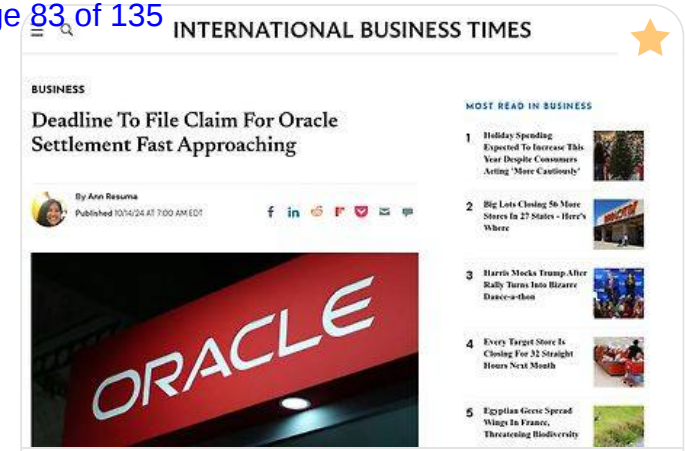
126M 562K




**Washington Examiner - Political Ne...**

Oracle class-action suit: Three days left to claim share of settlement - Washington...

2.67M 11.4K 7




**International Business Times**

Deadline To File Claim For Oracle Settlement Fast Approaching

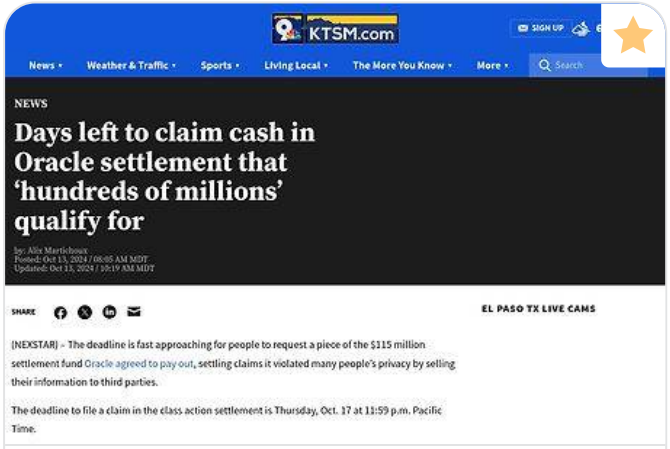
628K 1.01K




**The US Sun**

Americans to get up to $4k in data breach settlement with just a bank statement

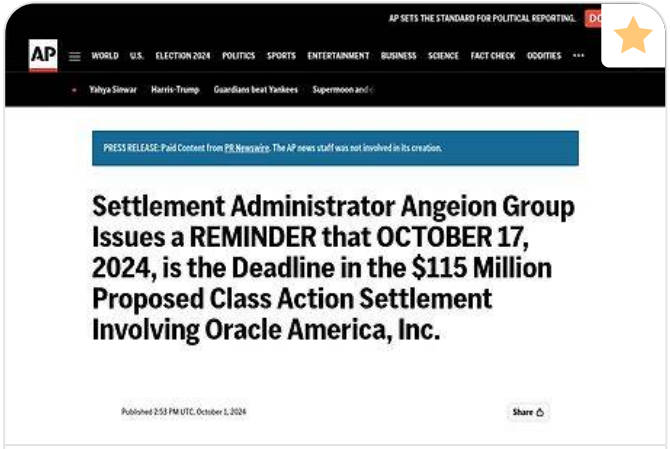
23.4M 144K 3




**KTSM 9 News**

Access to this page has been denied

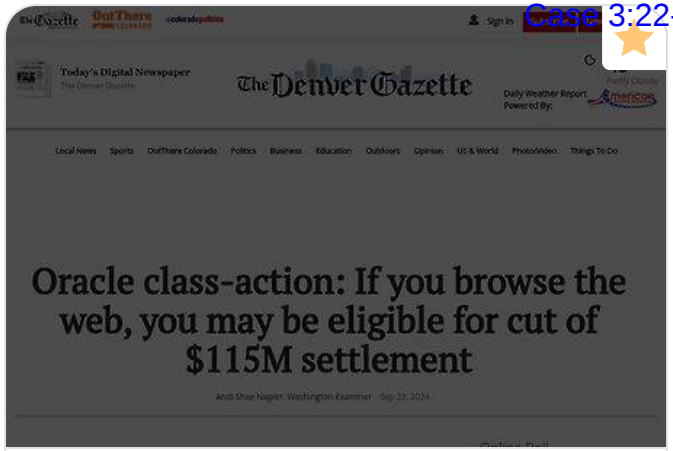
281K 2.64K




**AP News**

Settlement Administrator Angeion Group Issues a REMINDER that OCTOBER 17,...

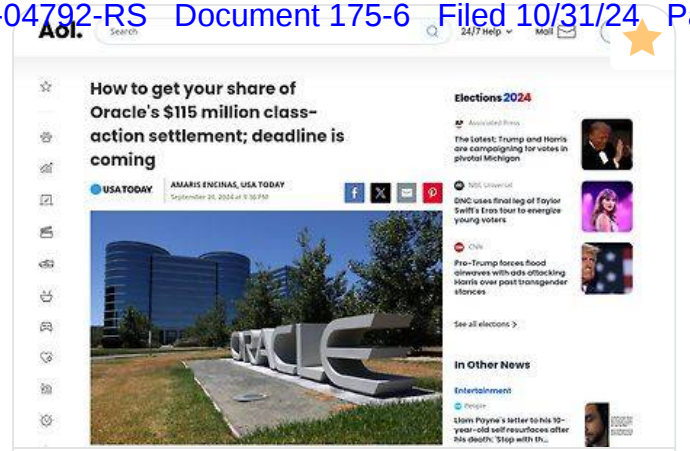
53M 138K




**Denver Gazette**

Oracle class-action: If you browse the web, you may be eligible for cut of $115M...

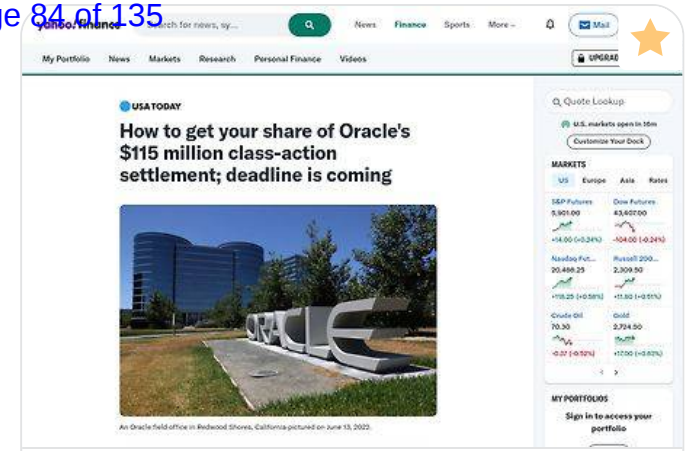
1.72M 18.8K




**AOL.com**

How to get your share of Oracle's $115 million class-action settlement; deadline i...

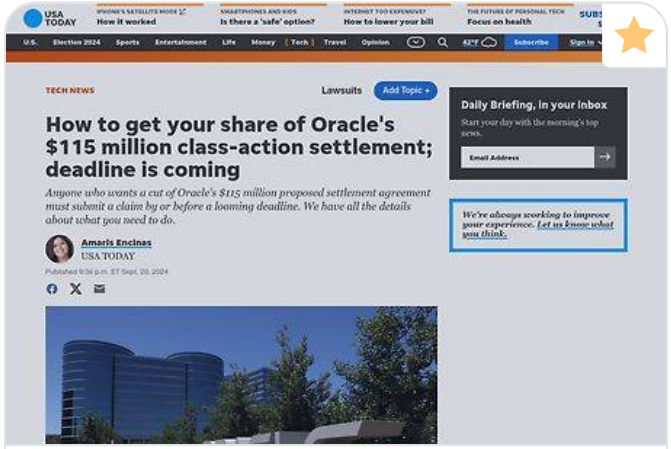
24.9M 292K




**Yahoo Finance - Stock Market Live,...**

How to get your share of Oracle's $115 million class-action settlement; deadline i...

46.5M 244K




**USA TODAY**

How to get your share of Oracle's $115 million class-action settlement; deadline i...

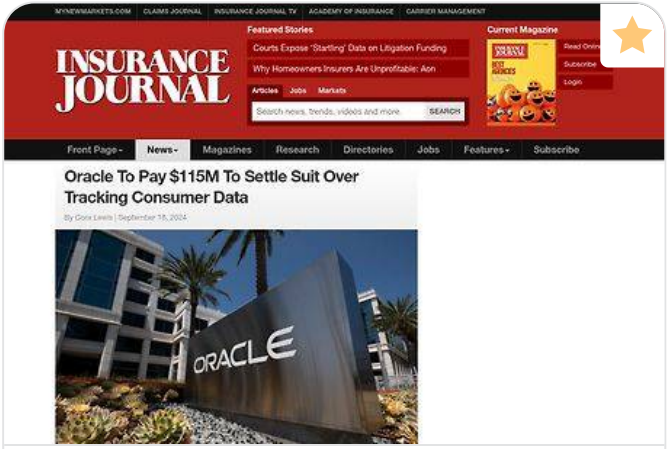
93.7M 183K 491




**Internewscast Journal – Top Leadi...**

Oracle Agrees to Settle Data Privacy Case – Internewscast Journal

20.1K 2.14K




**Insurance Journal**

Oracle To Pay $115M To Settle Suit Over Tracking Consumer Data

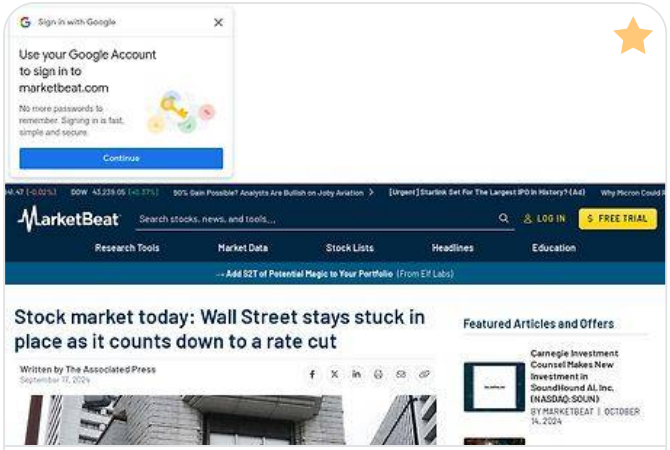
197K 1.32K 2




**TimesDaily**

Oracle settles suit over tracking your data. How to file a claim

61.6K 673




**MarketBeat: Stock Market News a...**

Stock market today: Wall Street stays stuck in place as it counts down to a rate cut

1.77M 18.5K

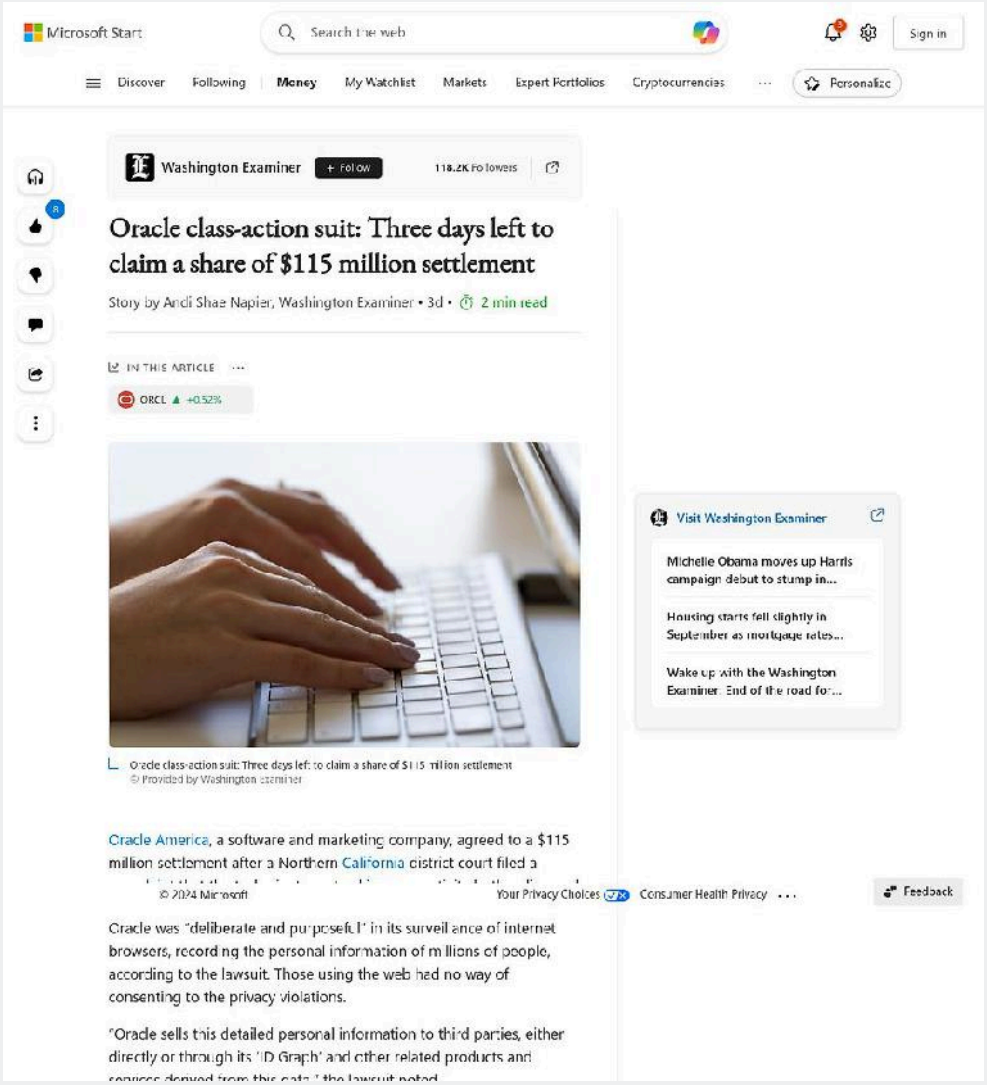
# Coverage

# MSN

Your customizable and curated collection of the best in trusted news plus coverage of sports,...

**94**
Domain Authority
Provided by MOZ

**126M**
Unique Visits
Provided by SimilarWeb




October 14, 2024 ONLINE

# Oracle class-action suit: Three days left to claim a share of $11...

msn.com/en-us/money/companies/oracle...

Estimated Views **562K**

Estimated views calculated based on audience size and socia...

Engagements **0**

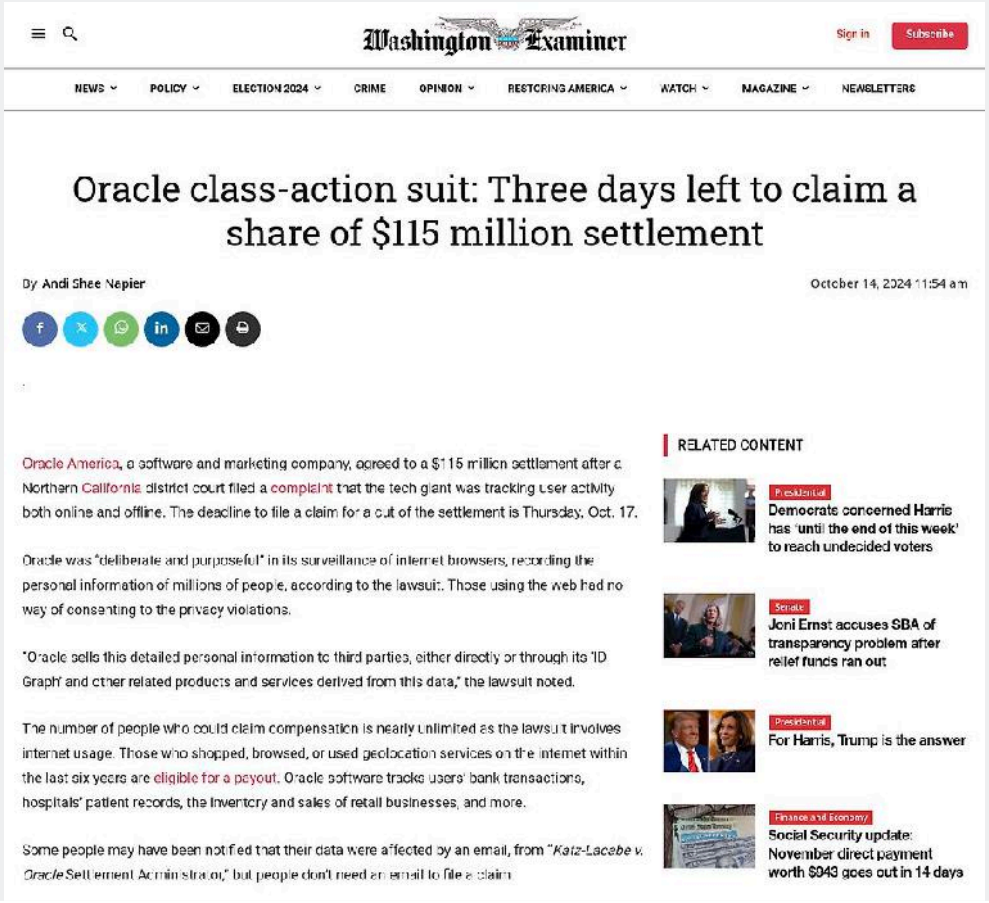
Total number of social engagements

# Washington Examiner - Political News and Conservative Analysis About Congress, the President, and the Federal Government

Washington Examiner delivers breaking news, latest news, and current news. Stay informed with nation...

**87**
Domain Authority
Provided by MOZ

**2.67M**
Unique Visits
Provided by SimilarWeb



Washington Examiner

Sign in Subscribe

NEWS POLICY ELECTION 2024 CRIME OPINION RESTORING AMERICA WATCH MAGAZINE NEWSLETTERS

## Oracle class-action suit: Three days left to claim a share of $115 million settlement

By Andi Shee Nepier

October 14, 2024 11:54 am

Oracle America, a software and marketing company, agreed to a $115 million settlement after a Northern California district court filed a complaint that the tech giant was tracking user activity both online and offline. The deadline to file a claim for a cut of the settlement is Thursday, Oct. 17.

Oracle was "deliberate and purposeful" in its surveillance of internet browsers, recording the personal information of millions of people, according to the lawsuit. Those using the web had no way of consenting to the privacy violations.

"Oracle sells this detailed personal information to third parties, either directly or through its 'ID Graph' and other related products and services derived from this data," the lawsuit noted.

The number of people who could claim compensation is nearly unlimited as the lawsuit involves internet usage. Those who shopped, browsed, or used geolocation services on the internet within the last six years are eligible for a payout. Oracle software tracks users' bank transactions, hospitals' patient records, the inventory and sales of retail businesses, and more.

Some people may have been notified that their data were affected by an email, from "*Katz-Lacabe v. Oracle* Settlement Administrator," but people don't need an email to file a claim.

RELATED CONTENT

Presidential
Democrats concerned Harris has 'until the end of this week' to reach undecided voters

Senate
Joni Ernst accuses SBA of transparency problem after relief funds ran out

Presidential
For Harris, Trump is the answer

Finance and Economy
Social Security update: November direct payment worth $943 goes out in 14 days

October 14, 2024 ONLINE

## Oracle class-action suit: Three days left to claim share of...

washingtonexaminer.com/policy/econom...

Estimated Views **11.4K**

Estimated views calculated based on audience size and socia...

Engagements **7**

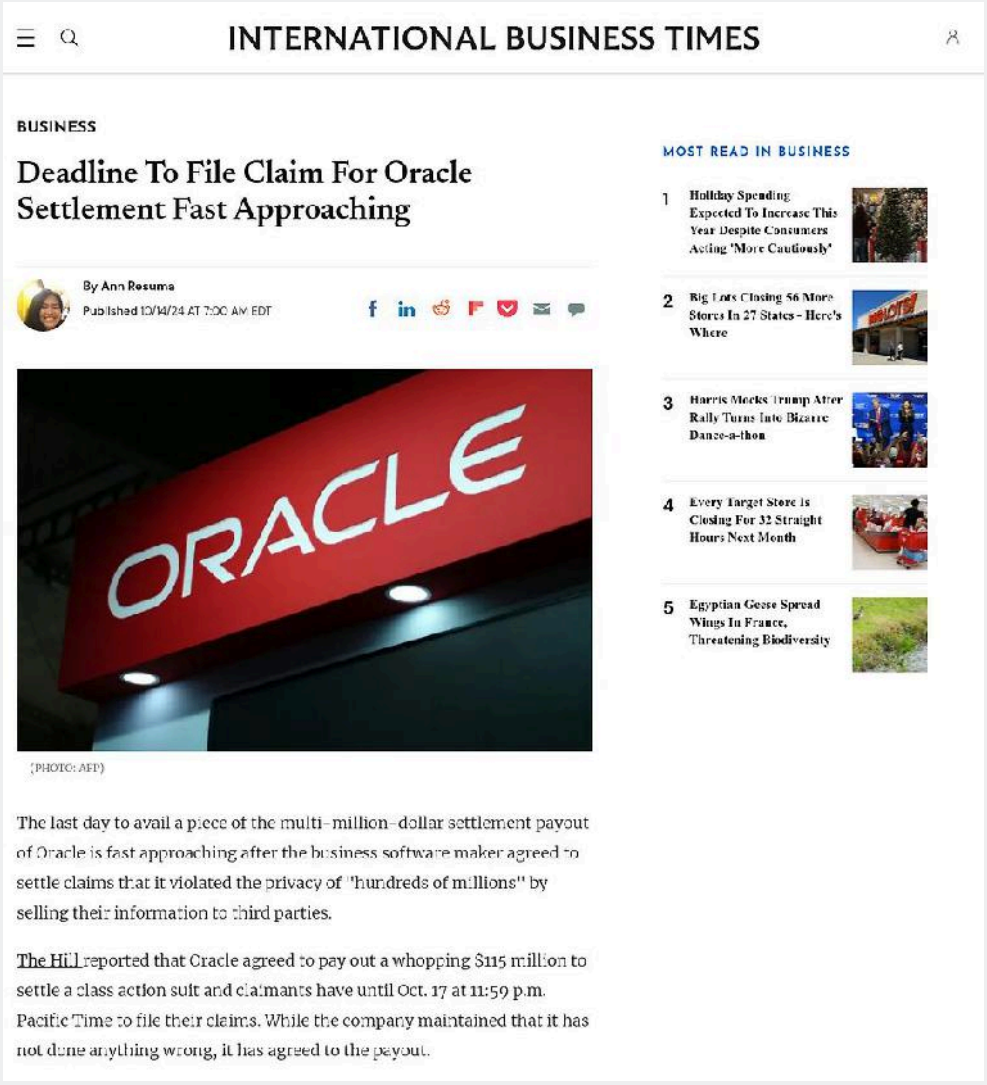
Total number of social engagements

## International Business Times

International Business Times is the leading provider of business news and financial news from the US...

92
Domain Authority
Provided by MOZ

628K
Unique Visits
Provided by SimilarWeb



INTERNATIONAL BUSINESS TIMES

BUSINESS

### Deadline To File Claim For Oracle Settlement Fast Approaching

By Ann Rosuma
Published 10/14/24 AT 7:00 AM EDT



(PHOTO: AFP)

MOST READ IN BUSINESS

1 Holiday Spending Expected To Increase This Year Despite Consumers Acting 'More Cautiously'
2 Big Lots Closing 56 More Stores In 27 States - Here's Where
3 Harris Mocks Trump After Rally Turns Into Bizarre Dance-a-thon
4 Every Target Store Is Closing For 32 Straight Hours Next Month
5 Egyptian Geese Spread Wings In France, Threatening Biodiversity

The last day to avail a piece of the multi-million-dollar settlement payout of Oracle is fast approaching after the business software maker agreed to settle claims that it violated the privacy of "hundreds of millions" by selling their information to third parties.

The Hill reported that Oracle agreed to pay out a whopping $115 million to settle a class action suit and claimants have until Oct. 17 at 11:59 p.m. Pacific Time to file their claims. While the company maintained that it has not done anything wrong, it has agreed to the payout.

October 14, 2024 ONLINE

# Deadline To File Claim For Oracle Settlement Fast Approaching

ibtimes.com/deadline-file-claim-oracle-set...

Estimated Views **1.01K**

Estimated views calculated based on audience size and socia...

Engagements **0**

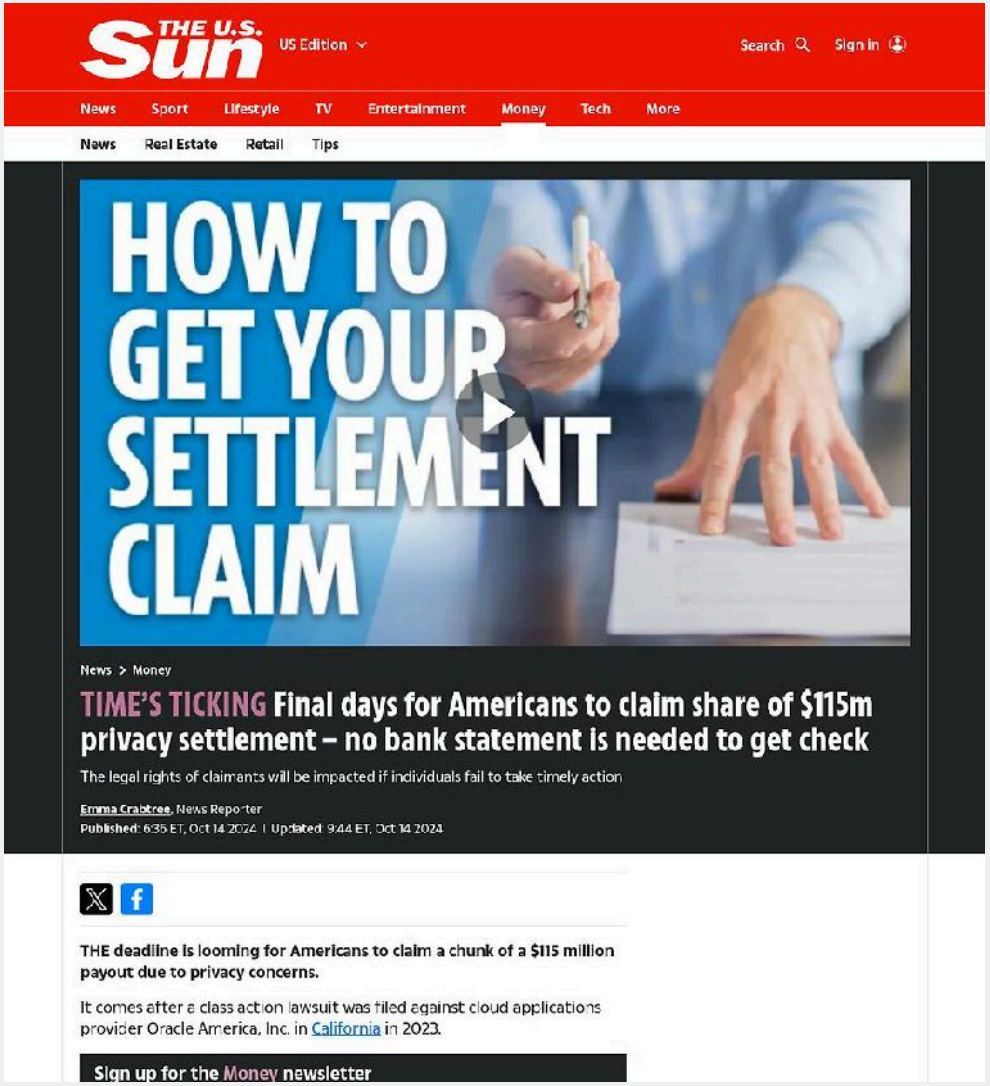
Total number of social engagements

## The US Sun

The Best for News, Sport, Entertainment, Celebrities

**75**
Domain Authority
Provided by MOZ

**23.4M**
Unique Visits
Provided by SimilarWeb




October 14, 2024 ONLINE

# Final days for Americans to claim share of $115m...

the-sun.com/money/12667196/privacy-set...

Estimated Views **144K**

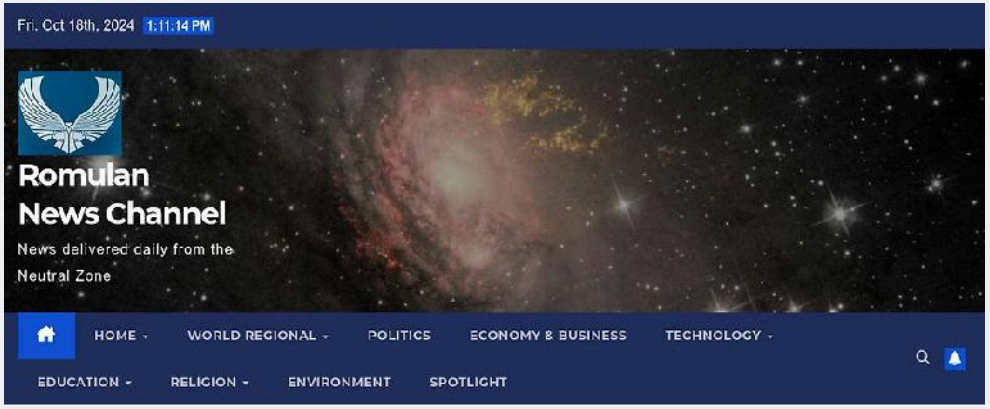
Estimated views calculated based on audience size and socia...

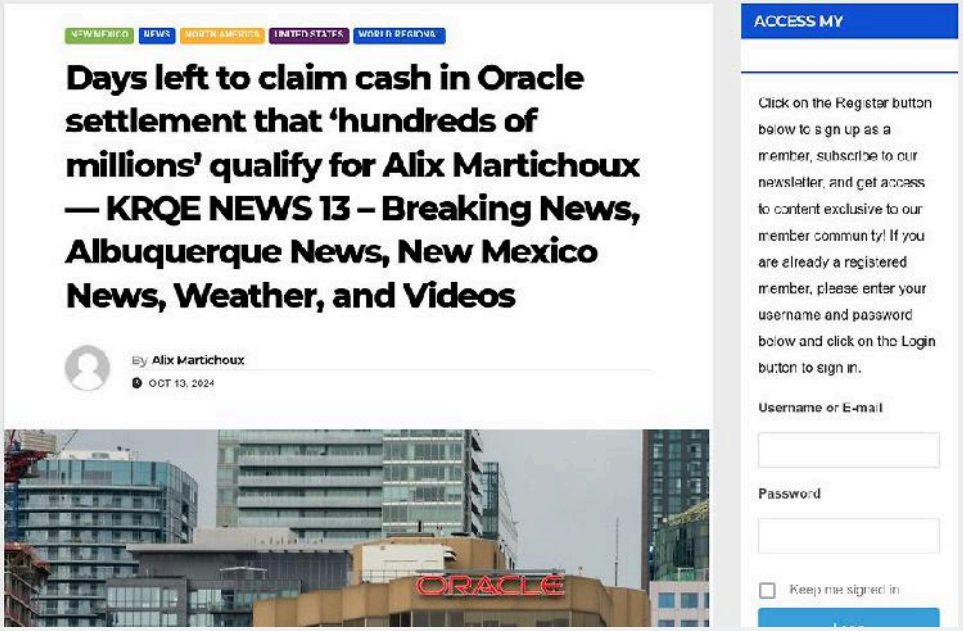
Engagements **8**

Total number of social engagements

## Romulan News Channel – News delivered daily from the Neutral Zone

20
Domain Authority
Provided by MOZ




October 13, 2024 ONLINE

# Days left to claim cash in Oracle settlement that...

romulans.net/2024/10/13/days-left-to-clai...

Engagements **0**

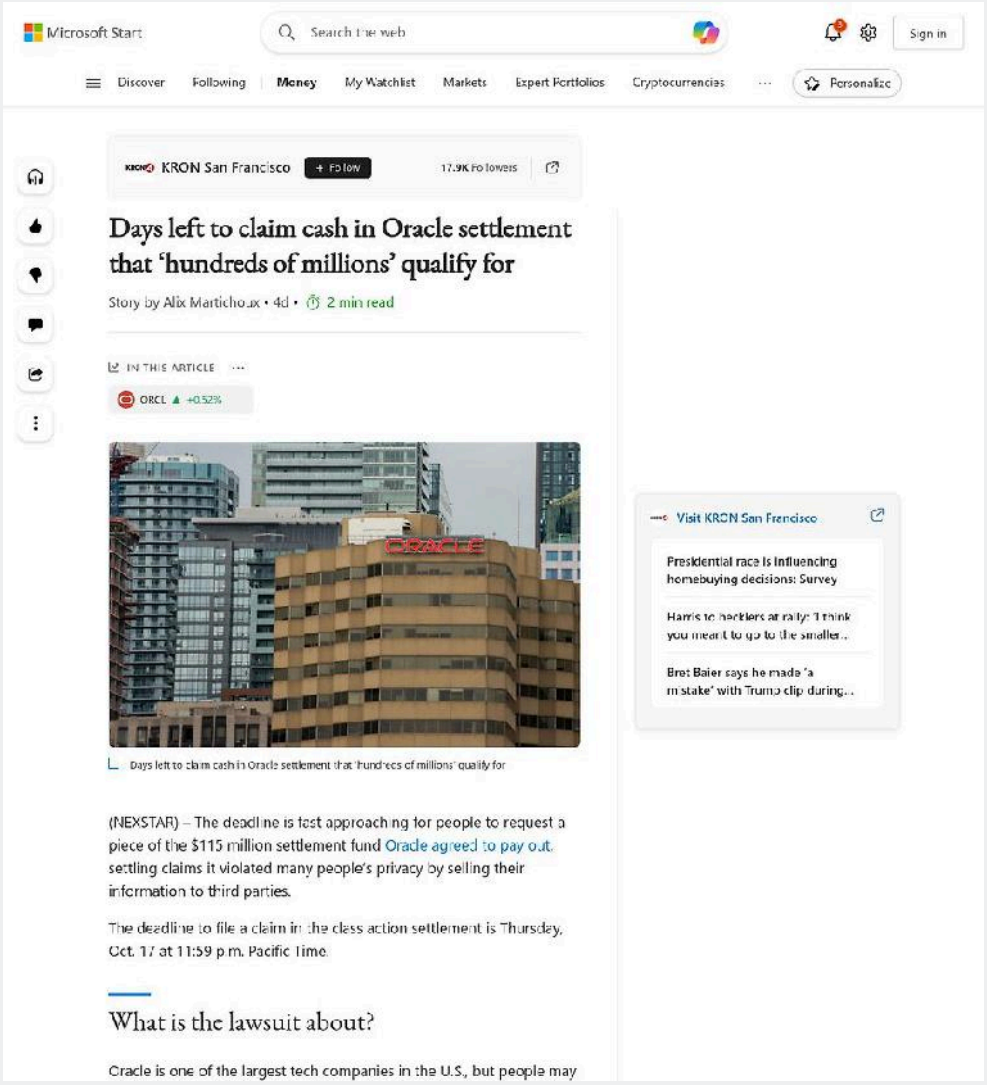
Total number of social engagements

# MSN

Your customizable and curated collection of the best in trusted news plus coverage of sports,...

**94**
Domain Authority
Provided by MOZ

**126M**
Unique Visits
Provided by SimilarWeb




October 13, 2024 ONLINE

## Days left to claim cash in Oracle settlement that...

msn.com/en-us/money/companies/days-l...

Estimated Views **562K**

Estimated views calculated based on audience size and socia...

Engagements **0**

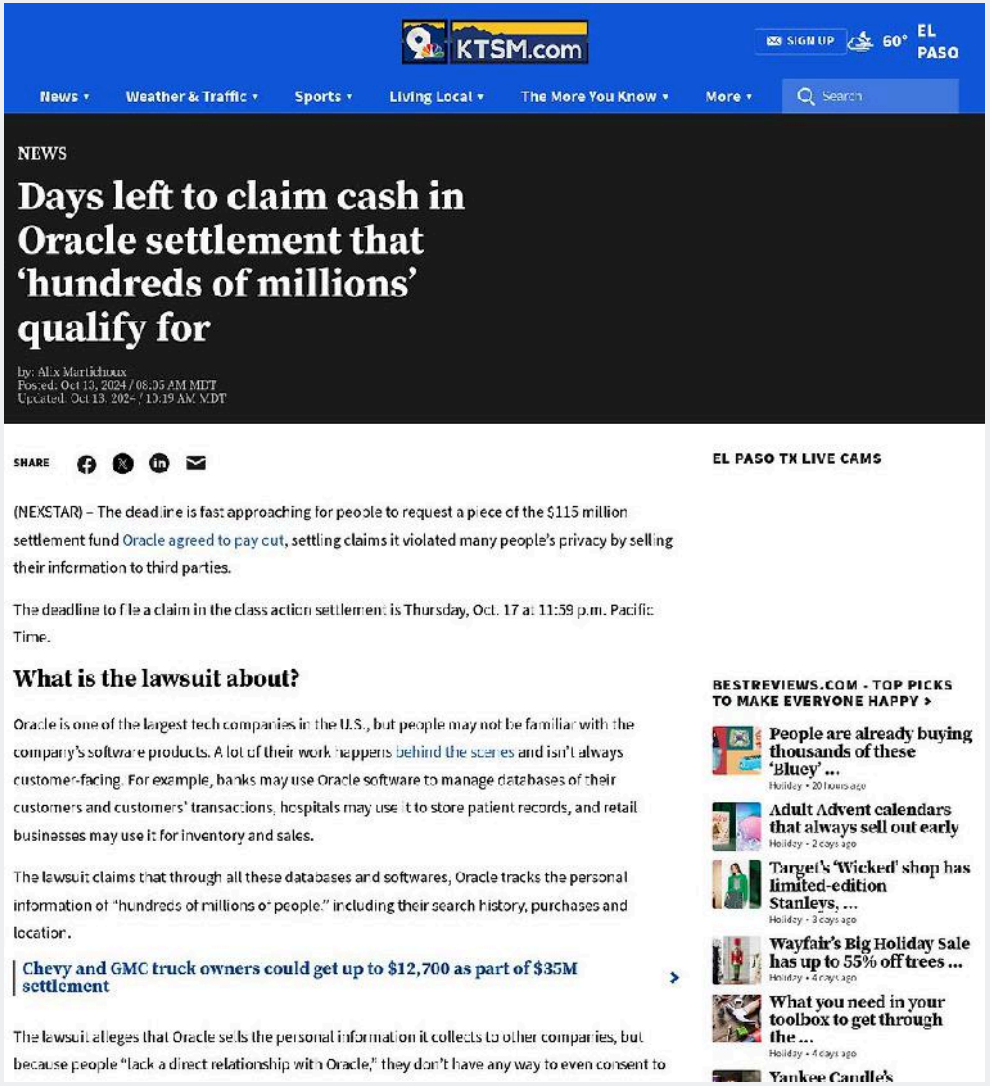
Total number of social engagements

## KTSM 9 News

Local El Paso News, Weather and Sports.

66
Domain Authority
Provided by MOZ

281K
Unique Visits
Provided by SimilarWeb



KTSM.com

SIGN UP 60° EL PASO

News ▾ Weather & Traffic ▾ Sports ▾ Living Local ▾ The More You Know ▾ More ▾ Search

NEWS

**Days left to claim cash in Oracle settlement that 'hundreds of millions' qualify for**

by: Alix Martichoux
Posted: Oct 13, 2024 / 08:05 AM MDT
Updated: Oct 13, 2024 / 13:19 AM MDT

SHARE

(NEXSTAR) – The deadline is fast approaching for people to request a piece of the $115 million settlement fund Oracle agreed to pay out, settling claims it violated many people's privacy by selling their information to third parties.

The deadline to file a claim in the class action settlement is Thursday, Oct. 17 at 11:59 p.m. Pacific Time.

### What is the lawsuit about?

Oracle is one of the largest tech companies in the U.S., but people may not be familiar with the company's software products. A lot of their work happens behind the scenes and isn't always customer-facing. For example, banks may use Oracle software to manage databases of their customers and customers' transactions, hospitals may use it to store patient records, and retail businesses may use it for inventory and sales.

The lawsuit claims that through all these databases and softwares, Oracle tracks the personal information of "hundreds of millions of people," including their search history, purchases and location.

Chevy and GMC truck owners could get up to $12,700 as part of $35M settlement

The lawsuit alleges that Oracle sells the personal information it collects to other companies, but because people "lack a direct relationship with Oracle," they don't have any way to even consent to

EL PASO TX LIVE CAMS

BESTREVIEWS.COM - TOP PICKS TO MAKE EVERYONE HAPPY >

People are already buying thousands of these 'Bluey' ...
Holiday • 20 hours ago

Adult Advent calendars that always sell out early
Holiday • 2 days ago

Target's 'Wicked' shop has limited-edition Stanleys, ...
Holiday • 3 days ago

Wayfair's Big Holiday Sale has up to 55% off trees ...
Holiday • 4 days ago

What you need in your toolbox to get through the ...
Holiday • 4 days ago

Yankee Candle's

ONLINE

# Days left to claim cash in Oracle settlement...

ktsm.com/news/national-news/days-left-t...

Estimated Views **2.64K**

Estimated views calculated based on audience size and socia...

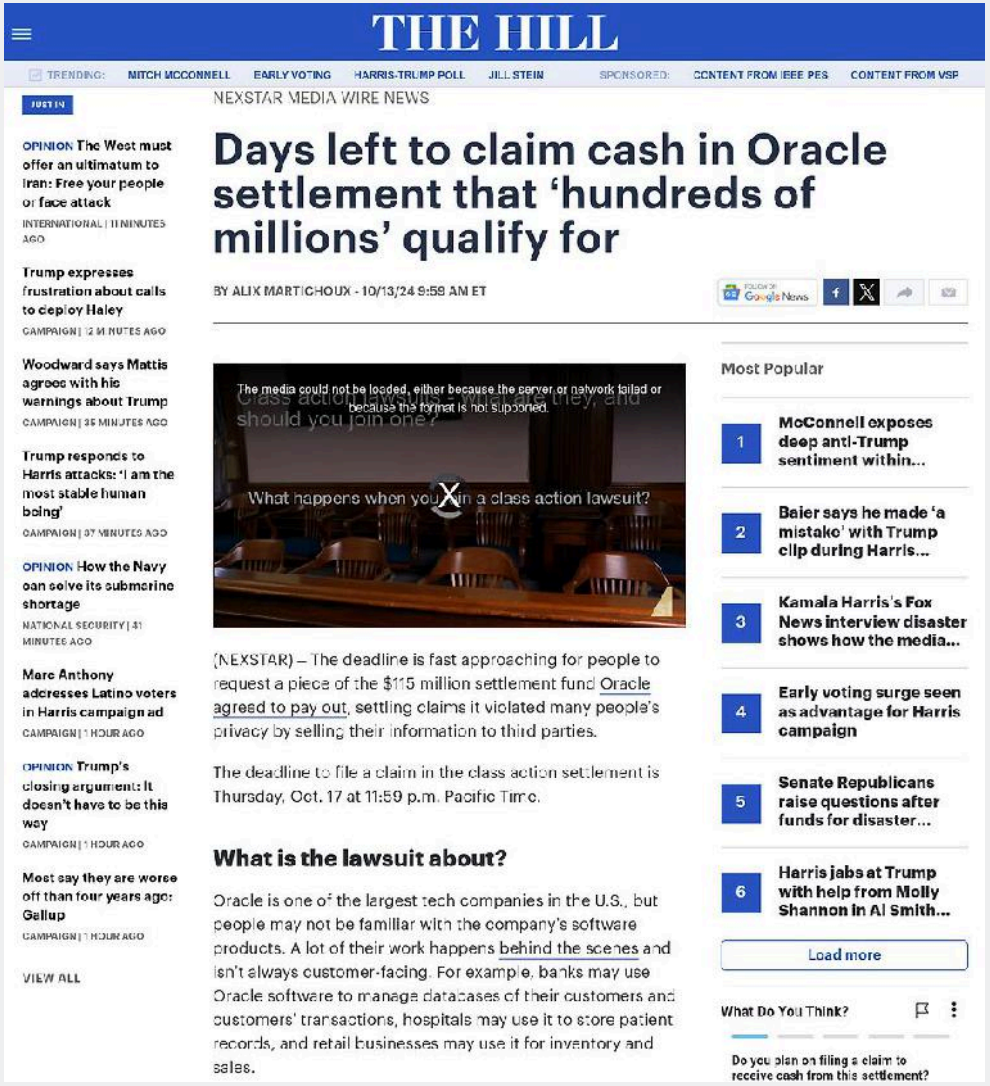
Engagements **0**

Total number of social engagements

**The Hill**
Unbiased Politics News

92
Domain Authority
Provided by MOZ

19.3M
Unique Visits
Provided by SimilarWeb



THE HILL

TRENDING: MITCH MCCONNELL EARLY VOTING HARRIS-TRUMP POLL JILL STEIN SPONSORED: CONTENT FROM IEEE PES CONTENT FROM VSP

JUST IN

OPINION The West must offer an ultimatum to Iran: Free your people or face attack
INTERNATIONAL | 11 MINUTES AGO

Trump expresses frustration about calls to deploy Haley
CAMPAIGN | 12 MINUTES AGO

Woodward says Mattis agrees with his warnings about Trump
CAMPAIGN | 35 MINUTES AGO

Trump responds to Harris attacks: 'I am the most stable human being'
CAMPAIGN | 37 MINUTES AGO

OPINION How the Navy can solve its submarine shortage
NATIONAL SECURITY | 41 MINUTES AGO

Marc Anthony addresses Latino voters in Harris campaign ad
CAMPAIGN | 1 HOUR AGO

OPINION Trump's closing argument: It doesn't have to be this way
CAMPAIGN | 1 HOUR AGO

Most say they are worse off than four years ago: Gallup
CAMPAIGN | 1 HOUR AGO

VIEW ALL

NEXSTAR MEDIA WIRE NEWS

# Days left to claim cash in Oracle settlement that 'hundreds of millions' qualify for

BY ALIX MARTICHOUX - 10/13/24 9:59 AM ET

Follow on Google News

The media could not be loaded, either because the server or network failed or because the format is not supported.

What happens when you join a class action lawsuit?

(NEXSTAR) – The deadline is fast approaching for people to request a piece of the $115 million settlement fund Oracle agreed to pay out, settling claims it violated many people's privacy by selling their information to third parties.

The deadline to file a claim in the class action settlement is Thursday, Oct. 17 at 11:59 p.m. Pacific Time.

## What is the lawsuit about?

Oracle is one of the largest tech companies in the U.S., but people may not be familiar with the company's software products. A lot of their work happens behind the scenes and isn't always customer-facing. For example, banks may use Oracle software to manage databases of their customers and customers' transactions, hospitals may use it to store patient records, and retail businesses may use it for inventory and sales.

Most Popular

1 McConnell exposes deep anti-Trump sentiment within...

2 Baier says he made 'a mistake' with Trump clip during Harris...

3 Kamala Harris's Fox News interview disaster shows how the media...

4 Early voting surge seen as advantage for Harris campaign

5 Senate Republicans raise questions after funds for disaster...

6 Harris jabs at Trump with help from Molly Shannon in Al Smith...

Load more

What Do You Think?

Do you plan on filing a claim to receive cash from this settlement?

ONLINE

# Days left to claim cash in Oracle settlement...

thehill.com/homenews/nexstar_media_wi...

Estimated Views **60.6K**

Estimated views calculated based on audience size and socia...

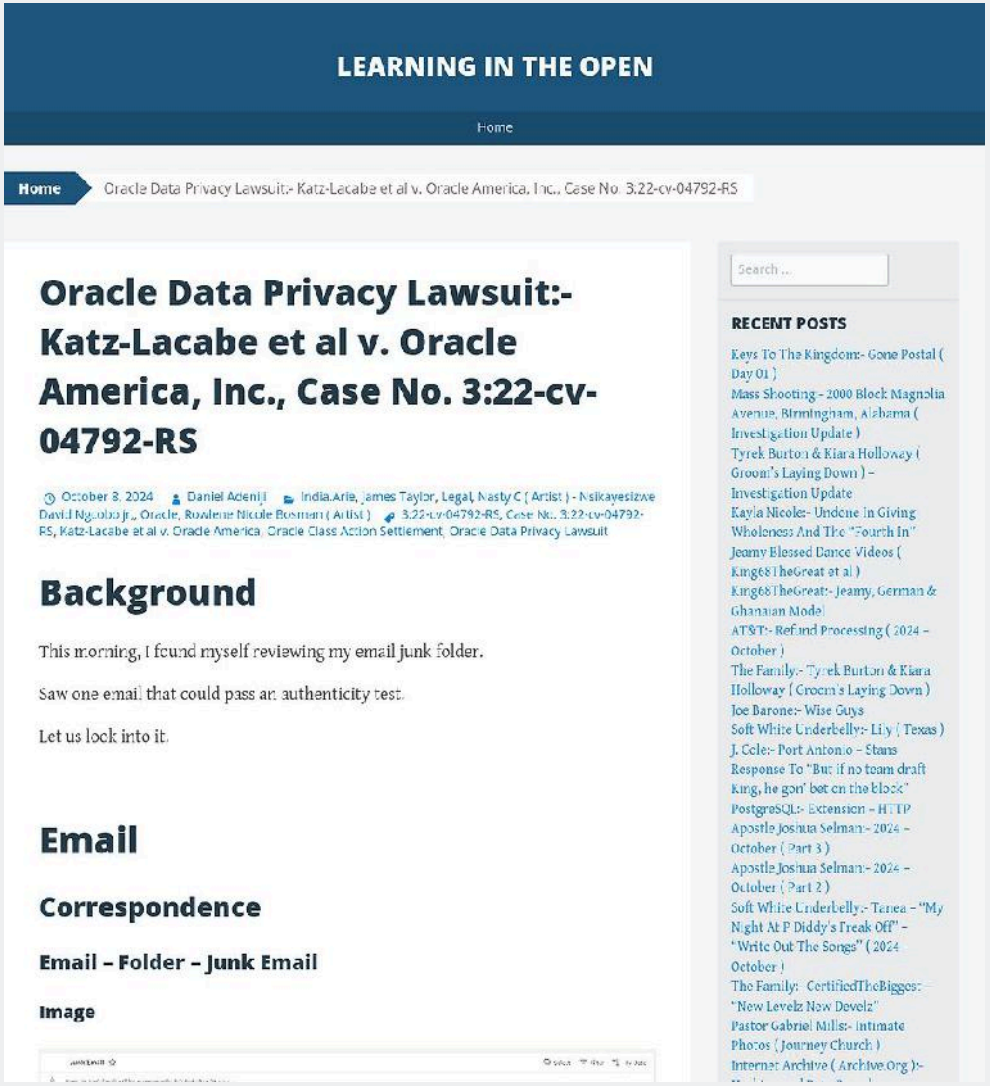
Engagements **0**

Total number of social engagements

## Learning in the Open

32
Domain Authority
Provided by MOZ

3.82K
Unique Visits
Provided by SimilarWeb


LEARNING IN THE OPEN

Home

Home > Oracle Data Privacy Lawsuit:- Katz-Lacabe et al v. Oracle America, Inc., Case No. 3:22-cv-04792-RS

# Oracle Data Privacy Lawsuit:- Katz-Lacabe et al v. Oracle America, Inc., Case No. 3:22-cv-04792-RS

October 8, 2024 Daniel Adeniji India.Arie, James Taylor, Legal, Nasty C ( Artist ) - Nsikayesizwe David Ngcobo jr., Oracle, Roxilene Nicole Bosman ( Artist ) 3:22-cv-04792-RS, Case No.. 3:22-cv-04792-RS, Katz-Lacabe et al v. Oracle America, Oracle Class Action Settlement, Oracle Data Privacy Lawsuit

## Background

This morning, I found myself reviewing my email junk folder.

Saw one email that could pass an authenticity test.

Let us look into it.

## Email

### Correspondence

**Email – Folder – Junk Email**

**Image**

Search ...

RECENT POSTS

Keys To The Kingdom:- Gone Postal ( Day 01 )
Mass Shooting - 2000 Block Magnolia Avenue, Birmingham, Alabama ( Investigation Update )
Tyrek Burton & Kiara Holloway ( Groom's Laying Down ) – Investigation Update
Kayla Nicole:- Undone In Giving Wholeness And The "Fourth In"
Jeamy Blessed Dance Videos ( King68TheGreat et al )
King68TheGreat:- Jeamy, German & Ghanaian Model
AT&T:- Refund Processing ( 2024 – October )
The Family:- Tyrek Burton & Kiara Holloway ( Groom's Laying Down )
Joe Barone:- Wise Guys
Soft White Underbelly:- Lily ( Texas )
J. Cole:- Port Antonio – Stans
Response To "But if no team draft King, he gon' bet on the block"
PostgreSQL:- Extension – HTTP
Apostle Joshua Selman:- 2024 – October ( Part 3 )
Apostle Joshua Selman:- 2024 – October ( Part 2 )
Soft White Underbelly:- Tanea – "My Night At P Diddy's Freak Off" – "Write Out The Songs" ( 2024 October )
The Family:- CertifiedTheBiggest – "New Levelz New Devilz"
Pastor Gabriel Mills:- Intimate Photos ( Journey Church )
Internet Archive ( Archive.Org ):-

October 08, 2024 ONLINE

# Oracle Data Privacy Lawsuit:- Katz-Lacabe et al v. Oracle...

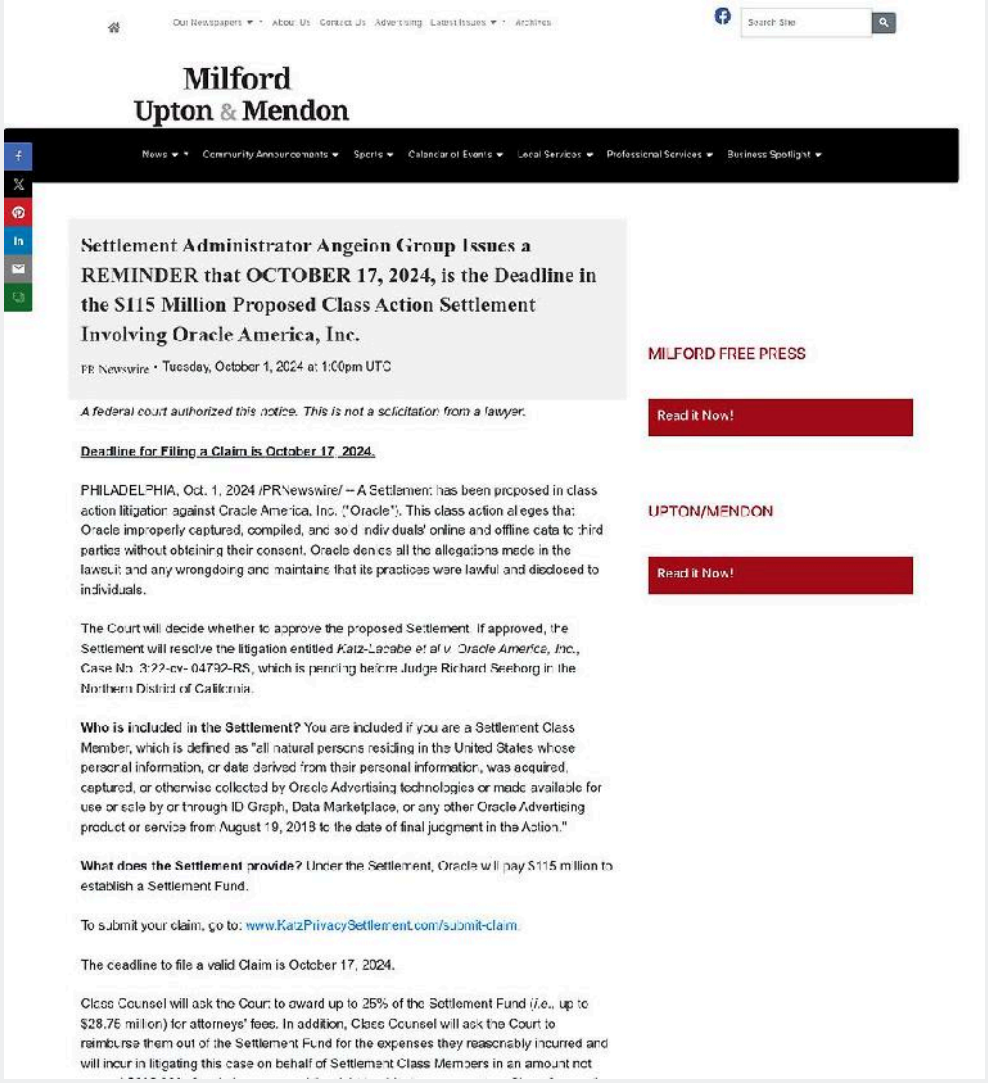
learningintheopen.org/2024/10/08/oracle...

Estimated Views **1.08K**
Estimated views calculated based on audience size and socia...

Engagements **0**
Total number of social engagements

# FreePress | The Voice of Your Community | Press Releases

4
Domain Authority
Provided by MOZ



Milford
Upton & Mendon

News ▾ Community Announcements ▾ Sports ▾ Calendar of Events ▾ Local Services ▾ Professional Services ▾ Business Spotlight ▾

**Settlement Administrator Angeion Group Issues a REMINDER that OCTOBER 17, 2024, is the Deadline in the $115 Million Proposed Class Action Settlement Involving Oracle America, Inc.**

PR Newswire • Tuesday, October 1, 2024 at 1:00pm UTC

*A federal court authorized this notice. This is not a solicitation from a lawyer.*

**Deadline for Filing a Claim is October 17, 2024.**

PHILADELPHIA, Oct. 1, 2024 /PRNewswire/ -- A Settlement has been proposed in class action litigation against Oracle America, Inc. ("Oracle"). This class action alleges that Oracle improperly captured, compiled, and sold individuals' online and offline data to third parties without obtaining their consent. Oracle denies all the allegations made in the lawsuit and any wrongdoing and maintains that its practices were lawful and disclosed to individuals.

The Court will decide whether to approve the proposed Settlement. If approved, the Settlement will resolve the litigation entitled *Katz-Lacabe et al v. Oracle America, Inc.*, Case No. 3:22-cv-04792-RS, which is pending before Judge Richard Seeborg in the Northern District of California.

**Who is included in the Settlement?** You are included if you are a Settlement Class Member, which is defined as "all natural persons residing in the United States whose personal information, or data derived from their personal information, was acquired, captured, or otherwise collected by Oracle Advertising technologies or made available for use or sale by or through ID Graph, Data Marketplace, or any other Oracle Advertising product or service from August 19, 2018 to the date of final judgment in the Action."

**What does the Settlement provide?** Under the Settlement, Oracle will pay $115 million to establish a Settlement Fund.

To submit your claim, go to: www.KatzPrivacySettlement.com/submit-claim.

The deadline to file a valid Claim is October 17, 2024.

Class Counsel will ask the Court to award up to 25% of the Settlement Fund (*i.e.*, up to $28.75 million) for attorneys' fees. In addition, Class Counsel will ask the Court to reimburse them out of the Settlement Fund for the expenses they reasonably incurred and will incur in litigating this case on behalf of Settlement Class Members in an amount not

MILFORD FREE PRESS

Read it Now!

UPTON/MENDON

Read it Now!

ONLINE

## FreePress | The Voice of Your Community | Press Releases

pr.milfordfreepress.com/article/Settlemen...

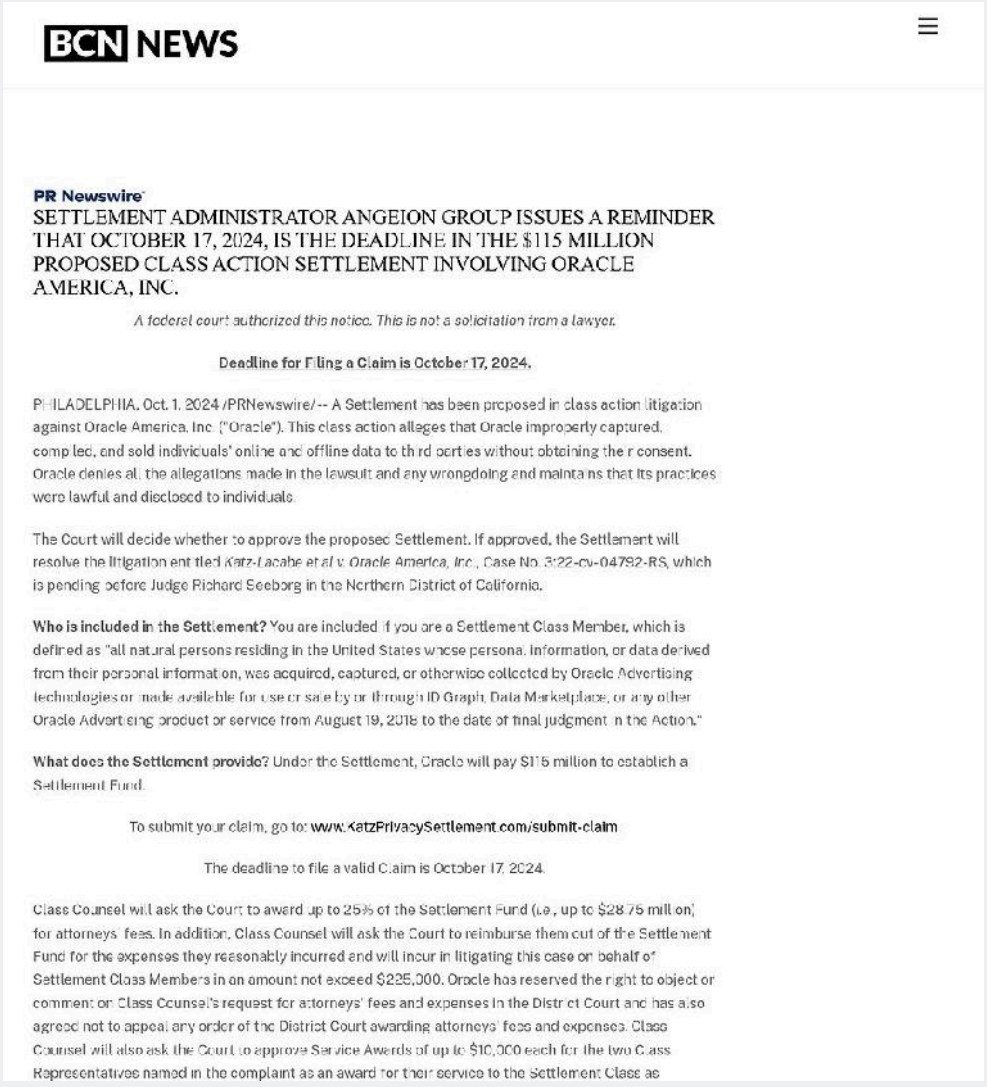
Engagements **0**

Total number of social engagements

**BCN News**

We are proud to be a partner with STEM in Schools and Summa Caussa to help educate you on the...

| 21 | 361 |
|---|---|
| Domain Authority | Unique Visits |
| Provided by MOZ | Provided by SimilarWeb |



BCN NEWS

PR Newswire

SETTLEMENT ADMINISTRATOR ANGEION GROUP ISSUES A REMINDER THAT OCTOBER 17, 2024, IS THE DEADLINE IN THE $115 MILLION PROPOSED CLASS ACTION SETTLEMENT INVOLVING ORACLE AMERICA, INC.

*A federal court authorized this notice. This is not a solicitation from a lawyer.*

**Deadline for Filing a Claim is October 17, 2024.**

PHILADELPHIA, Oct. 1, 2024 /PRNewswire/ -- A Settlement has been proposed in class action litigation against Oracle America, Inc. ("Oracle"). This class action alleges that Oracle improperly captured, compiled, and sold individuals' online and offline data to third parties without obtaining their consent. Oracle denies all the allegations made in the lawsuit and any wrongdoing and maintains that its practices were lawful and disclosed to individuals.

The Court will decide whether to approve the proposed Settlement. If approved, the Settlement will resolve the litigation entitled *Katz-Lacabe et al v. Oracle America, Inc.*, Case No. 3:22-cv-04792-RS, which is pending before Judge Richard Seeborg in the Northern District of California.

**Who is included in the Settlement?** You are included if you are a Settlement Class Member, which is defined as "all natural persons residing in the United States whose persona. information, or data derived from their personal information, was acquired, captured, or otherwise collected by Oracle Advertising technologies or made available for use or sale by or through ID Graph, Data Marketplace, or any other Oracle Advertising product or service from August 19, 2018 to the date of final judgment in the Action."

**What does the Settlement provide?** Under the Settlement, Oracle will pay $115 million to establish a Settlement Fund.

To submit your claim, go to: **www.KatzPrivacySettlement.com/submit-claim**

The deadline to file a valid Claim is October 17, 2024.

Class Counsel will ask the Court to award up to 25% of the Settlement Fund (i.e., up to $28.75 million) for attorneys' fees. In addition, Class Counsel will ask the Court to reimburse them out of the Settlement Fund for the expenses they reasonably incurred and will incur in litigating this case on behalf of Settlement Class Members in an amount not exceed $225,000. Oracle has reserved the right to object or comment on Class Counsel's request for attorneys' fees and expenses in the District Court and has also agreed not to appeal any order of the District Court awarding attorneys' fees and expenses. Class Counsel will also ask the Court to approve Service Awards of up to $10,000 each for the two Class Representatives named in the complaint as an award for their service to the Settlement Class as

January 15, 2020 ONLINE

# Articles-latest-news - Business Class News

businessclassnews.com/articles/articles-l...

Estimated Views **169**

Estimated views calculated based on audience size and socia...

Engagements **0**

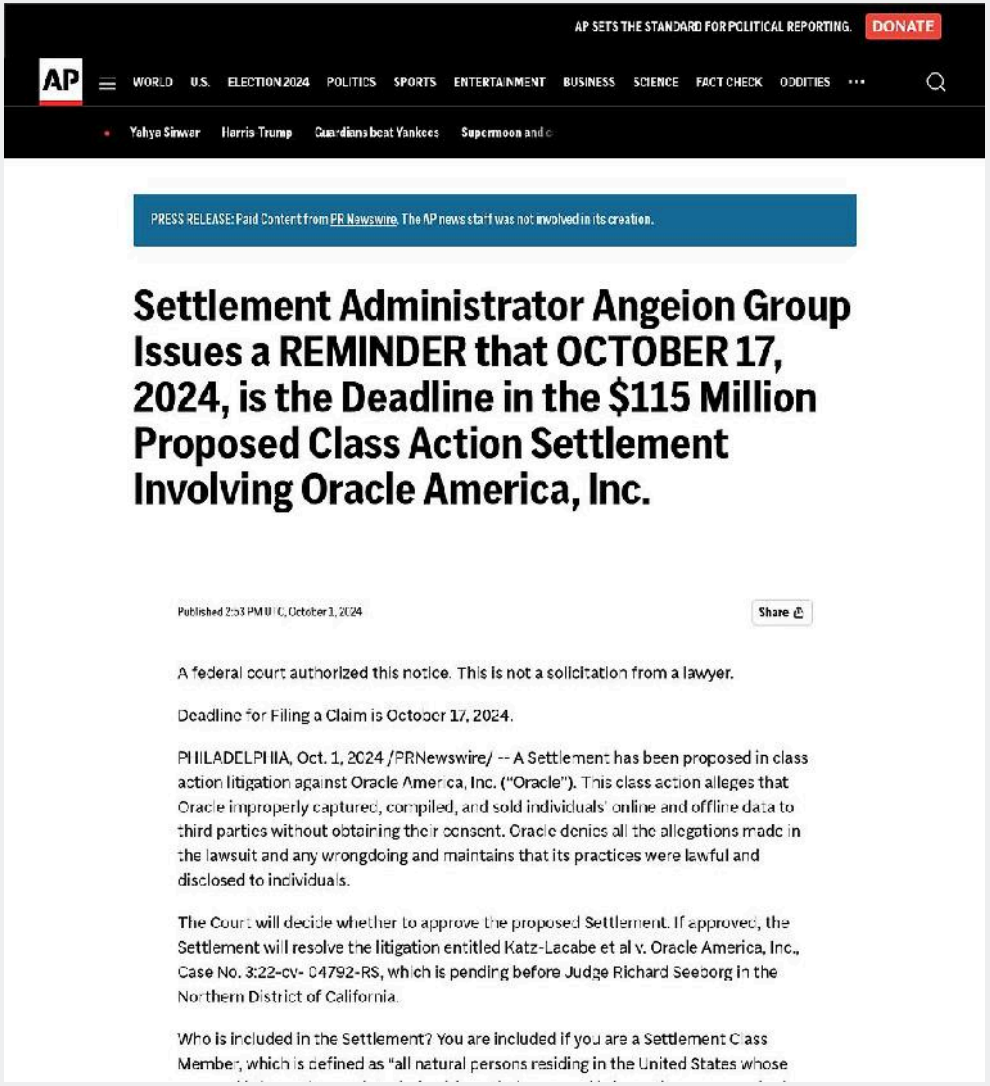
Total number of social engagements

## AP News

Stay informed and read the latest news today from The Associated Press, the definitive source for...

92
Domain Authority
Provided by MOZ

53M
Unique Visits
Provided by SimilarWeb



AP SETS THE STANDARD FOR POLITICAL REPORTING. DONATE

AP WORLD U.S. ELECTION 2024 POLITICS SPORTS ENTERTAINMENT BUSINESS SCIENCE FACT CHECK ODDITIES ...

Yahya Sinwar Harris Trump Guardians beat Yankees Supermoon and c

PRESS RELEASE: Paid Content from PR Newswire. The AP news staff was not involved in its creation.

# Settlement Administrator Angeion Group Issues a REMINDER that OCTOBER 17, 2024, is the Deadline in the $115 Million Proposed Class Action Settlement Involving Oracle America, Inc.

Published 2:53 PM UTC, October 1, 2024 Share

A federal court authorized this notice. This is not a solicitation from a lawyer.

Deadline for Filing a Claim is October 17, 2024.

PHILADELPHIA, Oct. 1, 2024 /PRNewswire/ -- A Settlement has been proposed in class action litigation against Oracle America, Inc. ("Oracle"). This class action alleges that Oracle improperly captured, compiled, and sold individuals' online and offline data to third parties without obtaining their consent. Oracle denies all the allegations made in the lawsuit and any wrongdoing and maintains that its practices were lawful and disclosed to individuals.

The Court will decide whether to approve the proposed Settlement. If approved, the Settlement will resolve the litigation entitled Katz-Lacabe et al v. Oracle America, Inc., Case No. 3:22-cv- 04792-RS, which is pending before Judge Richard Seeborg in the Northern District of California.

Who is included in the Settlement? You are included if you are a Settlement Class Member, which is defined as "all natural persons residing in the United States whose

October 01, 2024 ONLINE

# Settlement Administrator Angeion Group Issu...

apnews.com/press-release/pr-newswire/l...

Estimated Views **138K**

Estimated views calculated based on audience size and socia...

Engagements **0**

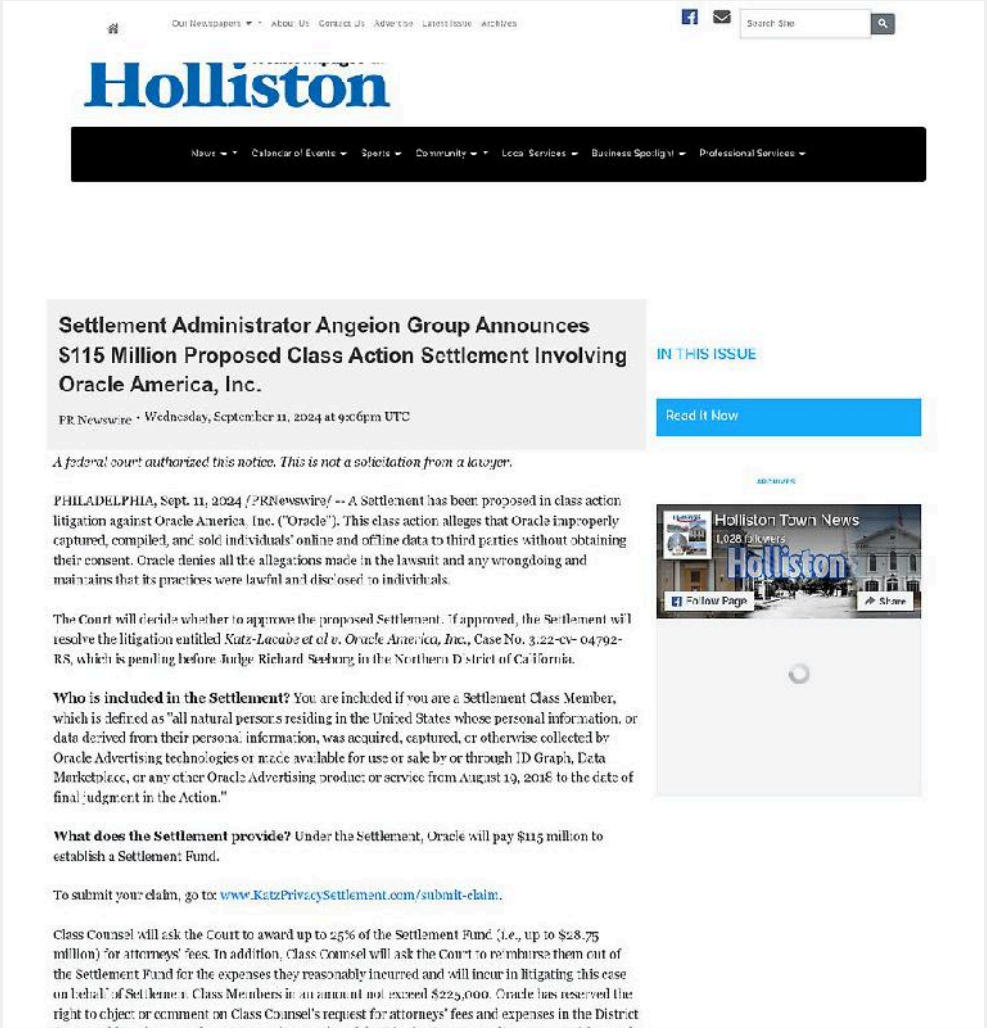
Total number of social engagements

## Holliston - Local Town Pages | The Voice of Your Community | Press Releases

LocalTownPages Holliston is your community-based newspaper, direct mailed to 5,893 residents and businesses, providing loc...

**9**
Domain Authority
Provided by MOZ

**214**
Unique Visits
Provided by SimilarWeb



Holliston

News · Calendar of Events · Sports · Community · Local Services · Business Spotlight · Professional Services

**Settlement Administrator Angeion Group Announces $115 Million Proposed Class Action Settlement Involving Oracle America, Inc.**

PR Newswire · Wednesday, September 11, 2024 at 9:06pm UTC

IN THIS ISSUE

Read It Now

*A federal court authorized this notice. This is not a solicitation from a lawyer.*

PHILADELPHIA, Sept. 11, 2024 /PRNewswire/ -- A Settlement has been proposed in class action litigation against Oracle America, Inc. ("Oracle"). This class action alleges that Oracle improperly captured, compiled, and sold individuals' online and offline data to third parties without obtaining their consent. Oracle denies all the allegations made in the lawsuit and any wrongdoing and maintains that its practices were lawful and disclosed to individuals.

The Court will decide whether to approve the proposed Settlement. If approved, the Settlement will resolve the litigation entitled *Katz-Lacabe et al v. Oracle America, Inc.*, Case No. 3:22-cv- 04792-RS, which is pending before Judge Richard Seeborg in the Northern District of California.

**Who is included in the Settlement?** You are included if you are a Settlement Class Member, which is defined as "all natural persons residing in the United States whose personal information, or data derived from their personal information, was acquired, captured, or otherwise collected by Oracle Advertising technologies or made available for use or sale by or through ID Graph, Data Marketplace, or any other Oracle Advertising product or service from August 19, 2018 to the date of final judgment in the Action."

**What does the Settlement provide?** Under the Settlement, Oracle will pay $115 million to establish a Settlement Fund.

To submit your claim, go to: www.KatzPrivacySettlement.com/submit-claim.

Class Counsel will ask the Court to award up to 25% of the Settlement Fund (i.e., up to $28.75 million) for attorneys' fees. In addition, Class Counsel will ask the Court to reimburse them out of the Settlement Fund for the expenses they reasonably incurred and will incur in litigating this case on behalf of Settlement Class Members in an amount not exceed $225,000. Oracle has reserved the right to object or comment on Class Counsel's request for attorneys' fees and expenses in the District



September 11, 2024 ONLINE

## Holliston - Local Town Pages | The Voice of Your Community |...

pr.hollistontownnews.com/article/Settlem...

Estimated Views **156**

Estimated views calculated based on audience size and socia...

Engagements **0**

Total number of social engagements

# Exhibit H

United States District Court for the Northern District of California

# Notice of Proposed Class Action Settlement

## *Katz-Lacabe et al v. Oracle America, Inc.*

### Important Information – Read Carefully

A federal court authorized this Notice. This is not an advertisement.

A Settlement has been proposed in class action litigation against Oracle America, Inc. ("Oracle"). This class action alleges that Oracle improperly captured, compiled, and sold individuals' online and offline data to third parties without obtaining their consent. Oracle denies all the allegations made in the lawsuit and any wrongdoing and maintains that its practices were lawful and disclosed to individuals.

**You are included in this Settlement, and your rights may be affected by this Settlement, if you are a Settlement Class Member**, which is defined as "all natural persons residing in the United States whose personal information, or data derived from their personal information, was acquired, captured, or otherwise collected by Oracle Advertising technologies or made available for use or sale by or through ID Graph, Data Marketplace, or any other Oracle Advertising product or service from August 19, 2018 to the date of final judgment in the Action."

This Notice summarizes the proposed Settlement and your legal rights. For the precise terms of the Settlement, see the Settlement Agreement available at **www.KatzPrivacySettlement.com.**

Under the Settlement, Oracle has agreed to certain nonmonetary relief, further described below.

In addition, the Settlement establishes a $115 million Settlement Fund, to be used for cash payments to Settlement Class Members who submit valid claims for compensation, after deducting the costs of the settlement administration, court-approved attorneys' fees and expenses, and Service Awards for two Class Representatives. The amount of monetary payments issued to Settlement Class Members will depend on the number of valid claims received. In exchange for the benefits the Settlement provides, Settlement Class Members will release any and all claims they may have (whether known or unknown) regarding the allegations in the complaint.

The Court will decide whether to approve the proposed Settlement. If approved, the Settlement will resolve the litigation entitled *Katz-Lacabe et al v. Oracle America, Inc.*, Case No. 3:22-cv-04792-RS, which is pending before Judge Richard Seeborg in the Northern District of California.

The class action settlement approval process may take several months, or more if there is an appeal.

**Please Read this Notice Carefully.**

| YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT | | |
|---|---|---|
| **FILE A CLAIM FOR COMPENSATION** | You may file a Claim Form in order to receive a monetary payment from the Settlement Fund. Filing a Claim Form is the only way to receive a payment from this Settlement.<br><br>For detailed information about how to file a Claim Form, *see* Question 16. To go right to the Settlement website to file a claim, click **www.KatzPrivacySettlement.com**. | Deadline:<br>**October 17, 2024** |
| **EXCLUDE YOURSELF FROM THIS SETTLEMENT** | You can exclude yourself from the Settlement by informing the Settlement Administrator that you want to "opt-out" of the Settlement by sending a Request for Exclusion. If the Settlement becomes final, this is the only option that allows you to retain your rights to individually sue for claims relating to the allegations in the complaint. You will not receive a payment from the Settlement if you exclude yourself.<br><br>For detailed information about excluding yourself from the Settlement, *see* Question 27. | Deadline:<br>**October 17, 2024** |
| **OBJECT TO OR COMMENT ON THE SETTLEMENT** | You may object to the Settlement by writing to the Court about why you don't think the Settlement should be approved.<br><br>You can also write the Court to provide comments or reasons why you support the Settlement.<br><br>For detailed information about how to object to or comment on the Settlement, *see* Question 21. | Deadline:<br>**October 17, 2024** |
| **GO TO THE FINAL APPROVAL HEARING** | You may, but are not required to, attend the Final Approval Hearing where the Court may hear arguments concerning the approval of the Settlement. If you wish to speak at the Final Approval Hearing, you must state your intention to do so in your written objection or comment.<br><br>For detailed information about attending the Final Approval Hearing, *see* Question 24. | Deadline:<br>**November 14, 2024** |
| **DO NOTHING** | Unless you exclude yourself, you are automatically part of the Settlement. If you do nothing, you will not get a payment from this Settlement and will give up the right to sue, continue to sue, or be part of another suit against Oracle related to the legal claims resolved by this Settlement. | No Deadline |

# What this Notice Contains

**BACKGROUND INFORMATION** ..... **1**
1. Why is there a notice? ..... 1
2. What is this litigation about? ..... 1
3. Who is the defendant in the lawsuit? ..... 1
4. Why is this a class action? ..... 1
5. Why is there a settlement? ..... 2
6. Who and what is the Settlement Administrator? ..... 2

**CLASS MEMBERSHIP** ..... **2**
7. Who is in the Settlement? ..... 2
8. Are there exceptions to being included? ..... 2

**THE LAWYERS FOR CLASS MEMBERS** ..... **2**
9. Do I have a lawyer in the case? ..... 2
10. How will Class Counsel be paid? ..... 3

**BENEFITS FOR CLASS MEMBERS** ..... **3**
11. What monetary benefits does the Settlement provide? ..... 3
12. How is the amount of a valid claim determined? ..... 4
13. How will valid claims be paid? ..... 4
14. What nonmonetary benefits does the Settlement provide? ..... 4
15. Will all Settlement Class Members who file claims receive the same amount? ..... 4

**HOW TO FILE A CLAIM** ..... **5**
16. How do I file a claim for compensation? ..... 5
17. Can I submit multiple claims? ..... 5
18. What happens if my claim is not accepted? ..... 5
19. When and how will I receive the benefits I claim from the Settlement? ..... 6

**LEGAL RIGHTS RESOLVED THROUGH THE SETTLEMENT** ..... **6**
20. What am I giving up to stay in the Settlement Class? ..... 6

**OBJECTING TO THE SETTLEMENT** ..... **6**
21. If I don't like the Settlement, how do I tell the Court? ..... 6

# What this Notice Contains
## (continued)

**Page**

22. What is the difference between objecting and excluding myself? ..... 7
23. Do I need to attend the Final Approval Hearing if I file an objection? ..... 8
**FINAL APPROVAL HEARING ..... 8**
24. When and where will the Court decide whether to approve the Settlement? ..... 8
25. Do I have to come to the hearing? ..... 8
26. May I speak at the hearing? ..... 8
**EXCLUDING YOURSELF FROM THE SETTLEMENT ..... 9**
27. How do I exclude myself from the Settlement? ..... 9
28. If I do not exclude myself, can I sue Oracle for the same thing later? ..... 9
29. If I exclude myself, am I still represented by Class Counsel? ..... 10
**DOING NOTHING ..... 10**
30. What happens if I do nothing? ..... 10
**GETTING MORE INFORMATION ..... 10**
31. How do I get more information? ..... 10

# BACKGROUND INFORMATION

## 1. Why is there a notice?

A Court authorized this notice because you have a right to know how the proposed Settlement may affect your rights. This notice explains the nature of the litigation, the general terms of the proposed Settlement, and what it may mean to you. This notice also explains the ways you may participate in, or exclude yourself from, the Settlement.

## 2. What is this litigation about?

The complaint in this case alleges that Oracle tracks individuals' online activity (*e.g.*, web browsing) and offline activity (*e.g.*, in-store purchases, geolocation) and combines this and other information and makes this and other derivative data available to third parties without individuals' consent. The complaint alleges that Oracle's conduct was unlawful and violated individuals' privacy rights. Oracle denies all the allegations made in the lawsuit and does not make any admission of guilt or wrongdoing by entering into the Settlement. No court or other entity has made any findings against Oracle nor any determination that the law has been violated.

The time period at issue in this suit is August 19, 2018, to the date of final judgment in this case.

The current complaint filed in this litigation, which describes the specific legal claims alleged by the Plaintiffs and the relief sought, is available on the Settlement Website, at **www.KatzPrivacySettlement.com**. You can also find a copy of the Court's orders on Oracle's motions to dismiss the Plaintiffs' legal claims, which sustained some claims and dismissed others, on the Settlement Website at **www.KatzPrivacySettlement.com**.

## 3. Who is the defendant in the lawsuit?

The Defendant is Oracle America, Inc., a technology corporation. Oracle is a Delaware corporation with its principal place of business in Austin, Texas.

## 4. Why is this a class action?

In a class action, one or more people file a lawsuit to assert legal claims on behalf of themselves and other persons who have experienced the same or similar circumstances. Here, two people who are proposed Settlement Class Members filed a class action complaint and serve as named Plaintiffs and "Class Representatives" in the lawsuit. In this capacity, they represent the interests of all the Settlement Class Members.

Even if you have not filed your own lawsuit against Oracle regarding the allegations described in this notice, if you are a Settlement Class Member, this Settlement still affects you because the Settlement applies to all Settlement Class Members.

## 5. Why is there a settlement?

The Court has not decided in favor of Plaintiffs or Oracle on the ultimate merits of Plaintiffs' claims. Instead, both sides agreed to a Settlement. Settlements avoid the uncertainty of a trial and appeals, while providing benefits to Settlement Class Members when the Settlement becomes final. Class Representatives and the attorneys for the Class ("Class Counsel," *see* Question 9) believe that the Settlement is in the best interests of the Settlement Class Members.

## 6. Who and what is the Settlement Administrator?

The Court has appointed Angeion Group, LLC as the Settlement Administrator. The Settlement Administrator's role is to effectuate the court-approved class notice program, receive, validate and pay (from the Settlement Fund) the Settlement Class members' valid claims, and to generally administer the Settlement as provided in the Settlement Agreement.

# CLASS MEMBERSHIP

## 7. Who is in the Settlement?

You are part of the Settlement if you are in the Settlement Class. The Court decided that, if the Settlement is approved, the Settlement Class will encompass "All natural persons residing in the United States whose personal information, or data derived from their personal information, was acquired, captured, or otherwise collected by Oracle Advertising technologies or made available for use or sale by or through ID Graph, Data Marketplace, or any other Oracle Advertising product or service from August 19, 2018 to the date of final judgment in the Action."

## 8. Are there exceptions to being included?

Yes. The Settlement Class does not include: (i) Oracle; (ii) Oracle's parents, subsidiaries, affiliates, officers, directors, investors, and employees; (iii) any entity in which Oracle has a controlling interest; (iv) any individual who would otherwise be included in the Settlement Class, but has agreed, in another proceeding, to release claims covered by this Settlement prior to the Claim Form deadline identified in Section 3.6 of the Settlement Agreement; and (v) any judge presiding over this case, their staff, and the members of the judge's immediate family.

# THE LAWYERS FOR CLASS MEMBERS

## 9. Do I have a lawyer in the case?

If you are a Settlement Class Member, you have a lawyer for purposes of the Settlement. The Court appointed as "Class Counsel" the law firm of Lieff Cabraser Heimann & Bernstein, LLP to represent Settlement Class Members. If you want to be represented by your own lawyer, you may hire one at your own expense.

You may contact Class Counsel using the following information:

David T. Rudolph
LIEFF CABRASER HEIMANN & BERNSTEIN, LLP
275 Battery Street, 29th Floor, San Francisco, CA 94111-3339
PrivacySettlement@lchb.com

## 10. How will Class Counsel be paid?

Class Counsel will apply to the Court to be paid from the Settlement Fund, and any payment will be made only in the amount that is approved by the Court.

Class Counsel will ask the Court to award up to 25% of the Settlement Fund (*i.e.* up to $28.75 million) for attorneys' fees. In addition, Class Counsel will ask the Court to reimburse them out of the Settlement Fund for the expenses they reasonably incurred and will incur in litigating this case on behalf of Settlement Class Members in an amount not exceed $225,000.

Class Counsel will also ask the Court to approve Service Awards of up to $10,000 each for the two Class Representatives named in the complaint as an award for their service to the Settlement Class as Plaintiffs and Class Representatives ($20,000 in total) out of the Settlement Fund.

Class Counsel's application for attorneys' fees, expenses, and Service Awards will be made available on the Settlement Website at **www.KatzPrivacySettlement.com** before the deadline for you to comment on or object to the Settlement. You can also request a copy of the application by contacting the Settlement Administrator at **Questions@KatzPrivacySettlement.com**.

The Court will decide the attorneys' fees and expenses, and Service Awards to be paid. Any attorneys' fees, expenses, or Service Awards approved by the Court will be paid from the $115 million Settlement Fund. Oracle has agreed not to oppose the request for the Service Awards. Oracle has reserved the right to object or comment on Class Counsel's request for attorneys' fees and expenses in the District Court and has also agreed not to appeal any order of the District Court awarding attorneys' fees and expenses.

# BENEFITS FOR CLASS MEMBERS

## 11. What monetary benefits does the Settlement provide?

Under the Settlement, Oracle will pay $115 million to establish a Settlement Fund.

The Settlement Fund will be used to pay Settlement Class Members who submit a valid claim, the Settlement Administrator's costs and fees for providing class notice and administering the Settlement, any court-approved attorneys' fees and expenses, and Service Awards for the Class Representatives. Other than the Settlement Fund, Oracle will have no financial obligations to Class Representatives, Settlement Class Members, Class Counsel, any other attorney representing any Settlement Class Member, or the Settlement Administrator with respect to the Released Claims.

## 12. How is the amount of a valid claim determined?

After first deducting any court-approved attorneys' fees and expenses, Service Awards for the Class Representatives, and the Settlement Administrator's costs and fees, the resulting Net Settlement Fund will be distributed to Settlement Class Members who have submitted a Valid Claim on a *pro rata* basis. The amount of the payments to individual Settlement Class Members will depend on the number of Valid Claims that are filed. Because the final payment amount cannot be calculated before all claims for compensation are received and verified, it is not possible to provide the precise amount of the payment for each valid claim before the deadline to file claims.

## 13. How will valid claims be paid?

Settlement Class Members who submit a Valid Claim will be able to choose whether to receive their payment via Zelle, Venmo, ACH Transfer, virtual prepaid card or paper check.

If any electronic transfers fail or any paper checks are uncashed, the Settlement Administrator may make a second *pro rata* payment based on the non-transferred funds to Settlement Class Members who previously received payments. However, if the remaining amount is too small to make individual distributions viable, or other reasons make further distributions infeasible or unfair, the remaining funds will be distributed to one or more nonprofit organizations approved by the Court.

## 14. What nonmonetary benefits does the Settlement provide?

No later than the Effective Date of the Settlement Agreement, Oracle will certify that, for as long as it continues to offer the products and services described in the complaint, it will: (i) not capture (a) user-generated information within referrer URLs (*i.e.*, the URL of the previously-visited page) associated with a website user or (b) except for Oracle's own websites, any text entered by a user in an online web form; and (ii) implement an audit program to reasonably review customer compliance with contractual consumer privacy obligations.

## 15. Will all Settlement Class Members who file claims receive the same amount?

Yes. Each Settlement Class Member who submits a valid claim for compensation will be paid one equal *pro rata* share from the Net Settlement Fund (the $115 million Settlement Fund minus any award of attorneys' fees and expenses, settlement administration costs, and Service Awards for the Class Representatives). Each Settlement Class Member is entitled to submit only one claim for compensation from the Net Settlement Fund.

## HOW TO FILE A CLAIM

### 16. How do I file a claim for compensation?

To claim a cash payment, you need to file a Claim Form. There are two options to file your claim:

> (1) File Online: You may fill out and submit the Claim Form online at **www.KatzPrivacySettlement.com**. This is the quickest way to file a claim.
>
> (2) File by Mail: Alternatively, you can download a copy of the Claim Form (available at **www.KatzPrivacySettlement.com**), or ask the Settlement Administrator to mail a Claim Form to you by calling 1-888-255-4036. Fill out your Claim Form, and mail it (including postage) to: *Katz-Lacabe et al v. Oracle America, Inc.*, c/o Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.

Your Claim Form must provide the following information along with a personal attestation under the penalty of perjury that the information is true to the best of your knowledge: (i) full legal name and any aliases or nicknames; (ii) current mailing address, email address, and phone number; (iii) you resided in the United States during the Settlement Class period; (iv) you have not submitted more than one claim; (v) any acquisition, capture, or collection of your personal information by Oracle was without your consent; and (v) information specified by the Settlement Administrator sufficient to make a distribution by the provided electronic means.

The deadline to file a claim is **October 17, 2024** (this is the last day to file online and postmark deadline for mailed claims).

### 17. Can I submit multiple claims?

No. Each Settlement Class Member may submit only one claim.

### 18. What happens if my claim is not accepted?

The Settlement Administrator may reject Claim Forms that are duplicates of another claim, are reasonably suspected to be fraudulent, or are submitted after the deadline. The Settlement Administrator may also reject claim forms submitted by individuals it reasonably determines are not members of the Settlement Class. Before rejecting a claim, the Settlement Administrator may notify the claimant to give the claimant an opportunity to correct any deficiency.

## 19. When and how will I receive the benefits I claim from the Settlement?

Payments for Valid Claims will be made after the Settlement becomes final by the means designated on your Claim Form. The Settlement will become final only if, and after, Final Approval is granted by the Court and any appeals to Final Approval of the Settlement are resolved. This process may take longer than one year. Please be patient.

If, after you submit a Claim Form, you change your mailing address, email address, or the electronic payment information provided on your Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may do so by contacting the Settlement Administrator using the contact information in Question 31.

# LEGAL RIGHTS RESOLVED THROUGH THE SETTLEMENT

## 20. What am I giving up to stay in the Settlement Class?

If you do not exclude yourself from the Settlement Class, you will stay in the Settlement Class and you will therefore be giving up what are called "Released Claims" against the "Released Parties" as these terms are defined in paragraph 10.2 and paragraph M of the Settlement Agreement. This means that you are giving up the right to claim compensation for the claims raised in the complaint and any other claims that may arise from the facts alleged in the complaint that you may have against Oracle or the Released Parties (again, as defined in paragraph 10.2 and paragraph M of the Settlement Agreement).

All the decisions by the Court will bind you unless you exclude yourself from the Settlement (*see* Questions 27–29).

Paragraph 10.2 and paragraph M of the Settlement Agreement define the claims that will be released by Settlement Class Members who do not exclude themselves from the Settlement and the parties who will be released. You can access the Settlement Agreement and read the details of the legal claims being released at **www.KatzPrivacySettlement.com**. If you have any questions about what this means, you can contact Class Counsel or the Settlement Administrator (*see* Questions 9 and 31).

# OBJECTING TO THE SETTLEMENT

## 21. If I don't like the Settlement, how do I tell the Court?

If you do not exclude yourself from the Settlement, you can ask the Court to deny approval by filing an objection. You can object to any aspect of the Settlement, to Class Counsel's request for attorneys' fees and expenses, or to the request for Service Awards.

Objecting to the Settlement means asking the Court to deny approval to the Settlement. You can't ask the Court to order a larger monetary payment from Oracle as part of the Settlement, or to change the commitments Oracle has agreed to make under the Settlement. The Court can only

approve or reject the Settlement. If the Court denies approval of the Settlement, Oracle will not be required to comply with the terms of the Settlement Agreement, no Settlement payments will be sent out, and the lawsuit will continue. If that is what you want to happen, you may object.

Any objection to the proposed settlement must be in writing and contain the following:

a. The name and case number of this lawsuit (*Katz-Lacabe et al v. Oracle America, Inc.*, the case number is 3:22-cv-04792-RS);

b. The basis for believing you are a Settlement Class Member;

c. Your full name and mailing address, and email address or telephone number;

d. A clear and concise statement of all reasons for your objection;

e. Whether you intend to appear at the Final Approval Hearing, either in person or through an attorney representing you;

f. A statement identifying your counsel, if you are represented by counsel;

g. Your handwritten or electronically imaged written (e.g., "DocuSign") signature. An attorney's signature, or a typed signature, is not sufficient.

Any objection to the proposed settlement must be submitted to the Court either by filing them electronically or in person at any location of the United States District Court for the Northern District of California, or by mailing them to the Class Action Clerk, United States District Court for the Northern District of California, and be filed or postmarked on or before **October 17, 2024**.

Class Action Clerk
United States District Court for the Northern District of California
450 Golden Gate Avenue
San Francisco, CA 94102-3489

## 22. What is the difference between objecting and excluding myself?

You object to the Settlement when you disagree with some aspect of the Settlement and think the Court should not give Final Approval to the Settlement. An objection, like a comment, allows your views to be heard in Court.

Excluding yourself from the Settlement means that you are no longer a Settlement Class Member and don't want the Settlement (including monetary payments) to apply to you. Once you are excluded, you lose any right to object to any aspect of the Settlement because the case no longer affects you.

## 23. Do I need to attend the Final Approval Hearing if I file an objection?

If you file a timely written objection, you may, but are not required to, appear at the Final Approval 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.

# FINAL APPROVAL HEARING

## 24. When and where will the Court decide whether to approve the Settlement?

The Court will hold the Final Approval Hearing at **1:30 p.m.** on **November 14, 2024** in Courtroom 3 (17th Floor) of the San Francisco Courthouse, 450 Golden Gate Avenue, San Francisco, CA 94102. The hearing may be postponed to a different date or time or location without notice. The hearing may be scheduled to occur telephonically or by videoconference. Please check **www.KatzPrivacySettlement.com**, or Judge Richard Seeborg's Calendar (available at **https://apps.cand.uscourts.gov/CEO/cfd.aspx?7141**) for any updates about the Settlement or the Final Approval Hearing. If the date or time, or the format, of the Final Approval Hearing changes, an update to the Settlement Website or the Court's Calendar is the only way you will be informed of the change.

At the Final Approval Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court may listen to people who appear at the hearing and who have provided notice of their intent to appear at the hearing (*see* Question 21). The Court may also consider Class Counsel's application for attorneys' fees, expenses and for Service Awards. At or after the hearing, the Court will decide whether to approve the Settlement and to approve Class Counsel's application for attorneys' fees, expenses and Service Awards.

## 25. Do I have to come to the hearing?

No, you may attend at your own expense, but you do not have to. If you submit a written objection, the Court will consider it even if you do not appear at the hearing. You may also pay your own lawyer to attend, but it is not required.

## 26. May I speak at the hearing?

At the hearing, the Court will at its discretion hear any objections and arguments concerning the fairness of the Settlement.

As described more fully above in response to Question 21, you are eligible to speak at the Final Approval Hearing if you (a) have mailed your written comment or objection to the Court on or before the postmark deadline, and (b) identified in your comment or objection whether you intend to appear at the Final Approval Hearing.

You cannot speak at the hearing if you exclude yourself from the Settlement Class.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

### 27. How do I exclude myself from the Settlement?

If you want to keep the right to sue or continue to sue Oracle or the other released entities (*see* Question 20) based on claims this Settlement resolves, you must exclude yourself from the Class (sometimes called "opting out").

To exclude yourself from the Settlement, you must mail a Request for Exclusion to the Settlement Administrator. A Request for Exclusion from is available for download from the settlement Website: **www.KatzPrivacySettlement.com.** The Request for Exclusion must include:

a. The name and case number of this lawsuit (*Katz-Lacabe et al v. Oracle America, Inc.*, the case number is 3:22-cv-04792-RS);

b. Your full name and mailing address, email address, and telephone number;

c. A clear statement that you want to be excluded from the Settlement; and

d. If you are represented by an attorney and, if you are, the attorney's name, address, and phone number;

e. Your handwritten or electronically imaged written (*e.g.*, "DocuSign") signature. An attorney's signature, or a typed signature, is not sufficient.

You must mail your Request for Exclusion, postmarked no later than **October 17, 2024**, to:

*Katz-Lacabe et al v. Oracle America, Inc.*
Attn: Exclusion
P.O. Box 58220
Philadelphia, PA 19102

You cannot exclude yourself by mailing a notification to any other location or after the deadline of **October 17, 2024**. You cannot exclude yourself by telephone or by email. Your exclusion letter must be signed by you, personally, and not your lawyer or anyone else acting on your behalf. "Mass" or "class" opt-outs made on behalf of multiple persons or classes of persons will be deemed invalid.

### 28. If I do not exclude myself, can I sue Oracle for the same thing later?

No. Unless you exclude yourself, you give up the right to sue Oracle and the other released entities (*see* Question 20) for the claims that this Settlement resolves.

## 29. If I exclude myself, am I still represented by Class Counsel?

No. Class Counsel represents the members of the Settlement Class. If you exclude yourself from the Settlement Class, you are not represented by Class Counsel.

## DOING NOTHING

## 30. What happens if I do nothing?

If you do nothing, and if the Settlement becomes final, you will be part of the Settlement Class. By doing nothing, you will have not submitted a Valid Claim and therefore will not receive any monetary compensation from the Settlement. You will also give up your rights to sue (or continue to sue) Oracle or the Released Parties (*see* Question 20) for claims arising out of or related to the allegations in the Plaintiffs' complaint.

## GETTING MORE INFORMATION

## 31. How do I get more information?

This notice summarizes the proposed Settlement. The precise terms are in the Settlement Agreement itself. You can get a copy of the Settlement Agreement, view other case documents, and get additional information, updates, and answers to Frequently Asked Questions, by visiting **www.KatzPrivacySettlement.com**.

All of the case documents that have been filed publicly in this case are also available online through the Court's Public Access to Court Electronic Records (PACER) system at https://ecf.cand.uscourts.gov. This case is called *Katz-Lacabe et al v. Oracle America, Inc.* and the case number is 3:22-cv-04792-RS. You may obtain case documents by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, San Francisco Division, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

You can also get additional information or request a copy of the Settlement Agreement by calling toll free 1-888-255-4036 or writing to the Settlement Administrator via email to **Questions@KatzPrivacySettlement.com** or by mail to *Katz-Lacabe et al v. Oracle America, Inc.*, c/o Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.

**PLEASE DO NOT CONTACT THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**

# Exhibit I

**Your claim must be submitted online or postmarked by:**
**October 17, 2024**

**UNITED STATES DISTRICT COURT**
**FOR THE NORTHERN DISTRICT OF CALIFORNIA**

*KATZ-LACABE ET AL V. ORACLE AMERICA, INC., CASE NO. 3:22-CV-04792*

**www.KatzPrivacySettlement.com**

**KAT**

## CLAIM FORM INSTRUCTIONS

You may submit your Claim Form online at **www.KatzPrivacySettlement.com** or by U.S. Mail to the following address: *Katz-Lacabe et al v. Oracle America, Inc.*, c/o Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.

1. You must complete the entire Claim Form. Please type or write your responses legibly.

2. If your Claim Form is incomplete or missing information, the Settlement Administrator may contact you for additional information. If you do not respond by the deadline provided by the Settlement Administrator, the Settlement Administrator will be unable to process your claim, and you will waive your right to receive money under the Settlement.

3. You may only submit one Claim Form.

4. If you have any questions, please contact the Settlement Administrator by email at **Questions@KatzPrivacySettlement.com**, by telephone at 1-888-255-4036, or by mail at the address listed above.

5. Submission of this Claim Form does not guarantee payment. Your Claim Form must be approved by the Claims Administrator.

6. **You must notify the Settlement Administrator if your contact or payment information changes. If you do not, even if you submit a valid claim under the Settlement, you may not receive your payment.**

7. **DEADLINE:** Your claim must be submitted online by **October 17, 2024**. Claim Forms submitted by mail must be postmarked no later than **October 17, 2024**.

**Your claim must be submitted online or postmarked by: October 17, 2024**

**UNITED STATES DISTRICT COURT**
**FOR THE NORTHERN DISTRICT OF CALIFORNIA**

*KATZ-LACABE ET AL V. ORACLE AMERICA, INC., CASE NO. 3:22-CV-04792*

**www.KatzPrivacySettlement.com**

**KAT**

## I. CONTACT INFORMATION AND RESIDENCY VERIFICATION

Provide your contact information and residency status as requested below. You must notify the Settlement Administrator if your contact information changes after you submit this form.

**First Name** | **Last Name**

**Alias or Nickname (if any)** | **Street Address**

**City** | **State** | **Zip Code** | **Phone Number**

**Email Address** | ***Notice ID (optional)**

* If you received a Notice about the Settlement by email, please provide the Notice ID located above your name on the Notice you received. If you do not have a Notice ID, you may still be eligible to submit a claim.

| | |
|---|---|
| Did you reside in the United States at any point between August 19, 2018, and the present day? | Yes ☐<br>No ☐ |

## II. PAYMENT SELECTION

Please select one of the following payment options:

☐ Venmo - Mobile number on account: ___ ___ ___-___ ___ ___-___ ___ ___ ___

☐ Zelle - Email address or Mobile number on account: _____

☐ Virtual Prepaid Card - Email address for delivery: _____

☐ Physical Check - Payment will be mailed to the address provided above.

## III. ATTESTATION UNDER PENALTY OF PERJURY

By signing below and submitting this Claim Form, I hereby attest under penalty of perjury that to the best of my knowledge the information provided in this Claim Form is true and correct, that nobody has submitted another claim in connection with this Settlement on my behalf, that I have not submitted any other Claim Form in connection with this action, and that any acquisition, capture, or collection of my personal information by Oracle was without my consent.

_____ Date: _____

Signature MM / DD / YYYY

_____

Print Full Name

# Exhibit J

**Your exclusion must be postmarked by: October 17, 2024**

# United States District Court for the Northern District of California

*Katz-Lacabe et al v. Oracle America, Inc.*
Case No. 3:22-cv-04792-RS

## EXCLUSION FORM

**KAT**

To exclude yourself from the Settlement, you must mail this **Exclusion Form** to the Settlement Administrator so it is postmarked by **October 17, 2024**. You cannot exclude yourself by telephone or by email. Your exclusion letter must be signed by you, personally, and not your lawyer or anyone else acting on your behalf. "Mass" or "class" opt-outs made on behalf of multiple persons or classes of persons will be deemed invalid. (* Denotes required field)

### CLASS MEMBER INFORMATION

**First Name***

**Last Name***

**Street Address***

**City***

**State***

**Zip Code***

**Email Address***

**Telephone Number***

**Notice ID (if known)**

### ATTORNEY INFORMATION (IF APPLICABLE)

☐ **If you are represented by an attorney, please check this box and enter the attorney's name, address, and phone number below.**

**Attorney Name**

**Attorney Company**

**Attorney Address**

**Attorney Telephone Number**

**Your exclusion must be postmarked by: October 17, 2024**

**United States District Court**
**for the Northern District of California**
*Katz-Lacabe et al v. Oracle America, Inc.*
Case No. 3:22-cv-04792-RS

**EXCLUSION FORM**

**KAT**

## SIGNATURE AND ATTESTATION

I am a natural person who resided in the United States at any point between August 19, 2018 and the present day. Any acquisition, capture, or collection of my personal information by Oracle during the same period was without my consent.

I wish to be excluded from the Settlement Class in Katz-Lacabe et al v. Oracle America, Inc., Case No. 3:22-cv-04792-RS.

I understand that by submitting this form I am requesting exclusion under penalty of perjury from the Class, and I will not receive any money or benefits.

_____ Date*: _____/_____/_____
Signature* MM DD YYYY

***Mail your completed Exclusion Form to the Settlement Administrator at the address below, so it is postmarked by October 17, 2024. You must personally sign this form (by hand or electronic signature) in order for it to be considered valid.**

Katz-Lacabe et al v. Oracle America, Inc.
Attn: Exclusion
P.O. Box 58220
Philadelphia, PA 19102

# Exhibit K

# Katz-Lacabe et al v. Oracle America, Inc.
## Timely Requests for Exclusion

| | First Name | Last Name |
|---|---|---|
| 1 | CARMEN | ADAMES PEREZ |
| 2 | KELVIN | ADAMS |
| 3 | MARK | ADAMS |
| 4 | VASHONE | ADAMS |
| 5 | NICHOLAS | ADE |
| 6 | CAMERON | ALLEN |
| 7 | BARBARA | ANDERSON |
| 8 | JOSEPHINE | ARNOLD |
| 9 | JEANNE | ASH |
| 10 | PATRICIA | ASHLEY |
| 11 | SCOTT | ASIALA |
| 12 | LAURIE | ASTERN |
| 13 | PATRICIA | AUSTIN |
| 14 | CATRINA | BAILEY |
| 15 | CINDY | BARKER |
| 16 | BARRIE | BARNETT |
| 17 | THOMAS R | BARONI |
| 18 | BRENDA | BASILE |
| 19 | KALPANA | BATNI |
| 20 | CHRISTOPHER | BATTON |
| 21 | WESLEY | BECKER |
| 22 | SUSAN | BEGLEY |
| 23 | BRYAN | BELCHER |
| 24 | JUDITH | BELL |
| 25 | MARLENE | BELZ |
| 26 | DAVID | BEMIS |
| 27 | ROBERT | BENHAM |
| 28 | BRADLEY | BENJAMIN |
| 29 | VICKIE | BERGER |
| 30 | GENEVIEVE | BERGESON |
| 31 | CARLA | BETROS-AYBAR |
| 32 | PRIMA | BHAN |
| 33 | DONNA | BJORKQUIST |
| 34 | STEPHEN | BJORKQUIST |
| 35 | BENJAMIN | BLAIR - JOANNOU |
| 36 | GEOFFREY | BLAKELEY |
| 37 | GEOFFREY | BLAKELEY |
| 38 | ABE | BLATZ |
| 39 | ELSIE | BLATZ |
| 40 | MITCHELL | BOLLMAN |
| 41 | DEANNA | BRADSHAW |
| 42 | DANIEL | BRAKELEY |

| | | |
|---|---|---|
| 43 | BRENDA | BRITT |
| 44 | BRIAN | BRITT |
| 45 | ANDREA | BROCKMAN |
| 46 | CREGG | BROWN |
| 47 | MARY | BROWN |
| 48 | WAYNE | BROWN |
| 49 | RALEIGH | BROWNE |
| 50 | MICHAEL | BROWNING |
| 51 | AMY | BRUMETT |
| 52 | JUDITH | BUKOFSER |
| 53 | SUSAN | BULGER |
| 54 | JOHN | BURY |
| 55 | KYLE | CALABRESE |
| 56 | KIMBERLEY | CANE |
| 57 | DAVID | CANTY |
| 58 | GIULIA | CARAMELLI |
| 59 | WILLIAM | CARROLL |
| 60 | HARRY | CARTLAND |
| 61 | CAROL | CASADONTE |
| 62 | KYLE | CASHIN |
| 63 | ANGELA | CASLER |
| 64 | JAMES | CASLER |
| 65 | JENNIFER | CASTA |
| 66 | KAREN | CASTIGLIONE |
| 67 | TRISTAN | CHADWICK |
| 68 | DOMUNIQUE | CHAMBUS |
| 69 | ELEANOR | CHAN |
| 70 | DEBORAH | CHAPMAN |
| 71 | KRYSTYNA | CHESTER |
| 72 | STANLEY | CHITTICK |
| 73 | RYAN | CLARK |
| 74 | AMANDA | CLEMENTS |
| 75 | ANNE M | CLIFFORD |
| 76 | BONNIE (BONITA) | COGHLAN |
| 77 | RONDALL | COLEMAN |
| 78 | MELANIE | CONRAD |
| 79 | JOAN | COOPER |
| 80 | MARIE | COUTARD |
| 81 | STORM | COUTARD |
| 82 | WILKY | COUTARD |
| 83 | GINO | COVERTY |
| 84 | TIMOTHY | CROSBY |
| 85 | DANIEL | CRUMBLEY |
| 86 | PAMELA | CURTIS |
| 87 | NGHIEP | DAO |
| 88 | STEPHANIE | DAY |
| 89 | TANIA | DE LA TORRE |

| | | |
|---|---|---|
| 90 | ABRAHAM | DECUIR |
| 91 | KARLA | DECUIR |
| 92 | ELSTON | DIAL |
| 93 | IVANKA | DILOVA |
| 94 | ADRIENNE | DIMAURO |
| 95 | DOSTIN | DOBERENZ |
| 96 | CAITLIN | DOHERTY |
| 97 | KRISTINE | DONOHUE |
| 98 | JEFFREY | DOWNING |
| 99 | ALESIA | DRAGGON |
| 100 | JO | DRAKE |
| 101 | CRYSTAL | DURHAM |
| 102 | AARON | DURLAND |
| 103 | JENNETTE | EBARKS |
| 104 | ELIZABETH | EBLING |
| 105 | OTEGA | EJEGBAVWO |
| 106 | DERRICK | ELEY |
| 107 | JULIIAS | ELLIS |
| 108 | MARK | ELSTEIN |
| 109 | CHRISTOPHER | ENDOM |
| 110 | AARON | ENTEEN |
| 111 | HARVEY | ESHENBAUGH |
| 112 | TOM | EVANOFF |
| 113 | CINDY | EVANS |
| 114 | GORDON | EVANS |
| 115 | VERNELLE | EVANS |
| 116 | ELIZABETH | EVANS GORDON |
| 117 | NANCY | FAIELLA |
| 118 | MARTHA | FARLEY-RAY |
| 119 | GEORGE | FARR |
| 120 | SUZANNE | FILEGE |
| 121 | DOUGLAS | FITZGERALD |
| 122 | MARK | FITZGERALD |
| 123 | FRANKLIN | FLOOD |
| 124 | PAULA | FOND |
| 125 | JOYCE | FONG |
| 126 | ROSS | FRAZER |
| 127 | AUDREY | FREUDBERG |
| 128 | HARRIET | FRIEDMAN |
| 129 | THEODORE | GAJDA |
| 130 | CADEN | GANTT |
| 131 | KIMBERLY | GANTT |
| 132 | RICHARD | GANTT |
| 133 | TERESA | GARCIA-BROWN |
| 134 | DMITRI | GARIN |
| 135 | JASON | GARNER |
| 136 | NICHOLAS | GAUTHIER |

| | | |
|---|---|---|
| 137 | DANIEL | GAYNOR |
| 138 | MICHAELLE | GEROUX |
| 139 | BRIAN | GEYER |
| 140 | RAINY | GIBSON |
| 141 | ANDERS | GILCHRIST |
| 142 | CAROLE | GILMAN |
| 143 | CUD | GILMAN |
| 144 | GREGORY | GLYNN |
| 145 | DAVID | GOLDEN |
| 146 | JAMES | GORDON |
| 147 | WILLIAM | GRIMES |
| 148 | ROSELLA | GROVES |
| 149 | MIA | GU |
| 150 | JEFFREY | GUBALA |
| 151 | HECTOR | GUTIERREZ |
| 152 | JODY | HAGGARD |
| 153 | TERRY | HALTER |
| 154 | DIAMOND | HAMILTON |
| 155 | SUE | HAMILTON |
| 156 | LAURA | HAMMER OZKAN |
| 157 | MARY | HARBAUGH |
| 158 | PEGGY | HARSTVEDT |
| 159 | LAURIE | HATHAWAY |
| 160 | JOHN | HATZMANN |
| 161 | GORDON R | HAUGLIE |
| 162 | MARILYNN | HAWKINS |
| 163 | TERESA | HAWKINS |
| 164 | THOMAS | HAWLEY |
| 165 | JOYCE | HAZARD |
| 166 | YONG | HENRY |
| 167 | EDUARDO | HERNANDEZ - CRUZ |
| 168 | GEORGE E | HILL |
| 169 | CHRISTINE | HINES |
| 170 | MATTHEW | HNRI |
| 171 | CINDY | HOLLISTER |
| 172 | JOSEPPH | HOLLUMS |
| 173 | LYNDSAY | HOUSER LEES |
| 174 | WALLACE | HOWELL |
| 175 | ELEANOR | HUANG |
| 176 | MARK | JACKSON |
| 177 | OWEN | JACKSON |
| 178 | REGINA | JACKSON |
| 179 | AARON | JACOBS |
| 180 | LUNDIN | JANET |
| 181 | TIMOTHY | JANSSEN |
| 182 | PEACHES | JENSEN |
| 183 | CHARLES | JODREY |

| | | |
|---|---|---|
| 184 | DEANGELO | JOHNSON |
| 185 | STEVEN | JOHNSON |
| 186 | CHRISTINA | JONES |
| 187 | SANDRA | JONES |
| 188 | VIRGINIA | JONES |
| 189 | PIERRE | JOVER |
| 190 | BROCK | JUERGENS |
| 191 | JOSEPH | JUROFCIK |
| 192 | JERRY | JUSTICE |
| 193 | GAYLE | KAMEI |
| 194 | KATTYA | KANCYLARYSTA |
| 195 | ARYEH | KATZ |
| 196 | KARL | KENNA |
| 197 | SARAH | KERNAN |
| 198 | NICKEN | KHACHADOURIAN |
| 199 | VICKEN | KHAGHADOURIAN |
| 200 | KYUNGHEE | KIM |
| 201 | SAMUEL | KIRK |
| 202 | CHERYL | KISIEL |
| 203 | LOURDES | KITE |
| 204 | JENACIE | KLINGER |
| 205 | ERIKA | KOHANSKY |
| 206 | JENNA | KRAWCZYK |
| 207 | VICKIE | KRITES |
| 208 | JOSEPH | KUBIAK |
| 209 | KARL - HEINZ | KUCHENREUTHER |
| 210 | ANNA | LA |
| 211 | MATTIE | LAFOUNTAIN |
| 212 | BERTHA | LAKOV |
| 213 | ALEC | LAMB |
| 214 | RODNEY | LASHLEY |
| 215 | IMANI | LATTA |
| 216 | AMANDA | LAWS |
| 217 | KLAYTON | LAWS |
| 218 | PATRICIA | LAYLOR |
| 219 | HEAKYUNG | LEE |
| 220 | JAE | LEE |
| 221 | JERIESHA | LEE |
| 222 | LINDA | LEE |
| 223 | STEVEN | LEE |
| 224 | MELISSA | LEGGIO |
| 225 | KATYRIA | LEON |
| 226 | ALEXIS | LEONARD |
| 227 | AVRAM | LICHTENSTEIN |
| 228 | JOSHUA | LINSBCOMB |
| 229 | SCOTT | LIPES |
| 230 | KIMBERLY | LOSNIER |

| | | |
|---|---|---|
| 231 | CRISTIAN | LOSZPE |
| 232 | CHRISTINE | LOVELACE |
| 233 | NICHOLAS | LUBACH |
| 234 | VINCENT | LUCAS |
| 235 | NANCY | MACDONALD |
| 236 | HALINA J ZBIGNIEW | MACNIAK |
| 237 | TISH | MACURIO |
| 238 | MICHELLE | MAGGIO |
| 239 | JUSTIN | MAGHEN |
| 240 | SHWETA | MAHADEVAN |
| 241 | MARIO | MALCOLM |
| 242 | MADISON | MANSG |
| 243 | DONNA | MAROME |
| 244 | CAROLYN | MARTIN |
| 245 | PAULA | MARTINEZ |
| 246 | KATHLEEN | MARUCCI |
| 247 | LINDA | MASHBURN |
| 248 | KRISTEN | MATTHEW |
| 249 | LEVOY | MAY |
| 250 | DARREN | MAYBERRY |
| 251 | ANDREA | MAZUR |
| 252 | CATHY | MCCALL |
| 253 | GARRETT | MCCONNELL |
| 254 | ABBYE | MCDONALD |
| 255 | ANTHONY | MCDONALD |
| 256 | YANIEK | McDONALD |
| 257 | MAUREEN | MCHELLAN |
| 258 | MARY | MCPARTLAND |
| 259 | DAVID | MCQUADE |
| 260 | LORRAINE | MELTON |
| 261 | STACEY | MENON |
| 262 | MISTY | MESSICK |
| 263 | TAMARA | MICHAUD |
| 264 | ROBERT | MICHELUCCI |
| 265 | APRIL | MICHENER AKA LEE |
| 266 | DAIVD | MIDCAP SR |
| 267 | IGOR | MILEWSKI |
| 268 | PAMELA | MILLEN |
| 269 | MICHAEL | MILLER |
| 270 | HURLEY | MINISH |
| 271 | MONA | MISFELDT |
| 272 | SHANNON | MITCHELL |
| 273 | KIM | MONTROSE |
| 274 | DANIEL | MORIARTY |
| 275 | ATSUSHI | MORIMURA |
| 276 | ANDREW | MORRIS |
| 277 | KENNETH | MORRISON |

| | | |
|---|---|---|
| 278 | MARIA | MUDOZ RODRIGUEZ |
| 279 | LINDA | MUDRY |
| 280 | ERIK | MULLER |
| 281 | AMY | MUSSAY |
| 282 | JANE | MYERS |
| 283 | SUSAN | MYERS |
| 284 | MARIAN | NANCE |
| 285 | ROBERT | NARDIL |
| 286 | CHARLES | NATALIE |
| 287 | MAGDY | NAWAR |
| 288 | MARINA | NAWAR |
| 289 | REBECCA | NEELY |
| 290 | ANTHONY | NEISLER |
| 291 | ALICIA | NELSON |
| 292 | AMANDA | NEWSOME |
| 293 | JAIME | NGUYEN |
| 294 | MARTHA MUTHONI | NJOROGE |
| 295 | CHRISTOPHER | NORTH |
| 296 | MATTHEW | NORTH |
| 297 | TAYLOR | OBERST |
| 298 | JANET | OELKLAS |
| 299 | HEATHER D | OLIVER |
| 300 | SONYA L | OLIVER |
| 301 | JEREMY | OLSON |
| 302 | LYUDMILA | ORLOVA |
| 303 | GLORIA | ORMUZ |
| 304 | ALFONSO | ORTIZ |
| 305 | BRYAN | OTTESON |
| 306 | ASHLEY | PACHECO |
| 307 | CHRISTOPHER | PALMA |
| 308 | IRENE | PANG |
| 309 | ERIC | PAPENFUSS |
| 310 | SEAN | PARKES |
| 311 | DHAVAL | PATEL |
| 312 | MERLE | PATTERSON |
| 313 | LIZA-MARIE | PEET |
| 314 | NICOLE | PENNY |
| 315 | JEFFREY | PETERSEN |
| 316 | JOHN | PETRILLI |
| 317 | DALORIS | PFISTER |
| 318 | PAUL | PHILLIPS |
| 319 | LORA | PICKAR |
| 320 | TYLER | PLESARSKI |
| 321 | ALEX | PLOTKIN |
| 322 | MONICA | POLLICH |
| 323 | DERMA | POOL |
| 324 | GREGORY | POOL |

| | | |
|---|---|---|
| 325 | JAISANEAH | PRABHAKARAN |
| 326 | FRANK | QUEVEDO |
| 327 | PAUL | RANDAZZO |
| 328 | JOHN | RASILE |
| 329 | GEORGE | RAY |
| 330 | SARA | REGAN |
| 331 | JANINE | RENZELMAN |
| 332 | ARANZA M | RETTURA |
| 333 | JAMES | REX |
| 334 | DONALD | RHOADS |
| 335 | AGNES | RICHARDSON |
| 336 | WILLIAM | RICHARDSON JR |
| 337 | ELIZABETH | RIDDLE |
| 338 | RALPH | RIEDEL |
| 339 | DANA | RIVKIND |
| 340 | KELLIE | ROGERS |
| 341 | TOM | ROGERS |
| 342 | JOHN | ROLLER |
| 343 | EUGENIA | ROLLINS |
| 344 | JOHN | ROSECRANS |
| 345 | HECTOR | RUBIO - GARCIA |
| 346 | FEDERICO | RUBIO - SANCHEZ |
| 347 | AARON | RUDOLPH |
| 348 | LINDA | RUHL |
| 349 | DONA | RULE |
| 350 | JOEL | RUSSELL |
| 351 | PATT | RUTLIDGE |
| 352 | BOB | RUTZEL |
| 353 | TARI | RYDEEN |
| 354 | HEIDI | SAAS |
| 355 | TERESA | SALM |
| 356 | LAURA | SANGAILA |
| 357 | DORY | SANGERMAN |
| 358 | JONATHAN | SATO |
| 359 | TEURKO | SATO |
| 360 | HAAKON | SAXBERG |
| 361 | JOHN | SCHIAVO |
| 362 | KRYSTAL | SCHOFIELD |
| 363 | JENNIFER | SCHOOLEY |
| 364 | DYLAN | SCHUH |
| 365 | MARSHA | SEIDEL |
| 366 | ONKUUR | SEN |
| 367 | MAUREEN | SHAFER |
| 368 | CLIFFORD | SHEPARD |
| 369 | HUSAM | SHILU |
| 370 | WILFORD | SHRADER |
| 371 | ALIZON | SHULDINER |

| | | |
|---|---|---|
| 372 | ALEXANDER | SICILIA |
| 373 | KRISTI | SILVESTRO |
| 374 | LUCIANO | SILVESTRO |
| 375 | LEUNARD | SIMPSON |
| 376 | RYEN | SKAGGS |
| 377 | JONATHAN | SMITH |
| 378 | MARK | SMITH |
| 379 | MELANIE | SMITH |
| 380 | PATTY | SMITH |
| 381 | STACY | SMITH |
| 382 | TODD | SMITH |
| 383 | BARRETT | SNIDER |
| 384 | MICHAEL | SPAKE |
| 385 | WILLARD | SPARKS |
| 386 | DONALD | SPINKS |
| 387 | ANNA | STANFIELD |
| 388 | CINTON ADAM | STANFIELD |
| 389 | LISA | STERLING |
| 390 | STEVEN | STONER |
| 391 | STEPHANY | SUMMER |
| 392 | SOPHIA | TAI |
| 393 | YULIYA | TAKH |
| 394 | GORDON | TAM |
| 395 | LEEANN | TAM |
| 396 | COLLEEN | TAPSCOTT |
| 397 | GREG | TARLE |
| 398 | BRITTANY | THOMAS |
| 399 | GORDON | THOMAS |
| 400 | STEVEN | THOMPSON |
| 401 | TRACEY | THOMPSON |
| 402 | HERNON DREGO | TORIASCO |
| 403 | JERRY | TOWNSEND |
| 404 | JAMES | TROY |
| 405 | ANTHONY | TRUPIA |
| 406 | BORYS | TSARYOV |
| 407 | SVITLANA | TSARYOVA |
| 408 | JUSTIN | TURNER |
| 409 | DANIEL | TYLER |
| 410 | ANTHONY | ULMER |
| 411 | LUCAS | ULRICH |
| 412 | EMMA | UNGLAUB |
| 413 | SIMON | UNGLAUB |
| 414 | JONATHAN | VANASCO |
| 415 | ANA | VASQUEZ |
| 416 | EDIBER | VELASQUEZ |
| 417 | LUCILLE | VELEZ |
| 418 | VENA | VENTURA-FUATANILLA |

| | | |
|---|---|---|
| 419 | JOHN | VENTURINI |
| 420 | DONALD | VERMEER |
| 421 | RONALD | VESCIO |
| 422 | JEREMY | WALCH |
| 423 | VICTOR | WALKER |
| 424 | DONNA | WALZ |
| 425 | HAO ZHE | WANG |
| 426 | YUE | WANG |
| 427 | ZHEN HUA | WANG |
| 428 | LINDA | WANNIE |
| 429 | JILLENE | WARD |
| 430 | MELODY | WASHINGTON |
| 431 | JENNIFER | WATSON |
| 432 | JAMES | WEAVER |
| 433 | GREG | WEINBEIMER |
| 434 | ELIZABETH | WEINHEIMER |
| 435 | GARY | WENZEL |
| 436 | PATAKIA | WENZEL |
| 437 | BETH | WERGE |
| 438 | MARCELLA | WESSELS |
| 439 | WARREN | WESSELS |
| 440 | ERIKA E | WHITE |
| 441 | JAMES | WHITE |
| 442 | JESSICA | WHITE |
| 443 | SYLVIA | WHITE |
| 444 | PEGGY | WILKINS |
| 445 | CHARLES | WILKINSON |
| 446 | ROSE | WILKINSON |
| 447 | ANDREA MARIE | WILKOVICH |
| 448 | LYNN | WILLEY |
| 449 | ANITA | WILLIAMS |
| 450 | MALEESA | WILLIAMS |
| 451 | MARK | WILLIAMS |
| 452 | DALE | WILSON |
| 453 | GEORGE | WILSON |
| 454 | ROBIN | WILSON |
| 455 | SCOTT | WINTERS |
| 456 | JANETTE | WIPPER |
| 457 | JEFFREY | WRIGHT |
| 458 | JEANETTE | YACUCCI |
| 459 | CYNTHIA | YAP |
| 460 | GINA | YARD |
| 461 | ANNA | YOUNTZ |
| 462 | EUGENIA | YU |
| 463 | CAROL | ZEIGLER |
| 464 | GEORGIA | ZIEGENBEIN |
| 465 | LAUREL & TERRY | ZODROW |

| | | |
|---|---|---|
| 466 | JEREMY | ZUBA |
| 467 | campbellmeg22@gmail.com | |

## Katz-Lacabe et al v. Oracle America, Inc.
## Late Requests for Exclusion

| | First Name | Last Name |
|---|---|---|
| 1 | JENNIFER | ATKINSON |
| 2 | BERNADETTE | AWANA |
| 3 | KEVIN DURELL | BELMONT |
| 4 | MONICA | CRAWFORD |
| 5 | GARRETT | DAY |
| 6 | CHRISTINA | DUMAL |
| 7 | KEVIN | FLORES |
| 8 | TALIA | GREENWALD |
| 9 | BRYAN | IRBY |
| 10 | RICHARD | MANNING |
| 11 | AMELIA | MOYNIHAN |
| 12 | VERONICA | PLOWMAN |
| 13 | TRENTENY | REED |
| 14 | JEAN | WATSON |

# Exhibit L

# Katz-Lacabe et al v. Oracle America, Inc.
## Objections

| | Docket Number | Name | |
|---|---|---|---|
| 1 | 139 | MATTHEW MYERS | |
| 2 | 137 | CHRISTOPHER WILLIAMS* | *same objector as 151 |
| 3 | 140 | GIDEON BURDICK | |
| 4 | 141 | KHYBER ZAFFARKHAN | |
| 5 | 143 | ERWIN ROSENBERG | |
| 6 | 146 | ROGER LOEB* | *same objector as 173 |
| 7 | 147 | DOMINQUE WHITE | |
| 8 | 150 | SARAH FELDMAN | |
| 9 | 151 | CHRISTOPHER WILLIAMS* | *same objector as 137 |
| 10 | 152 | KIMBERLY CANE | |
| 11 | 154 | EMMANUEL PASCAL | |
| 12 | 155 | DAVID LECAPTAIN | |
| 13 | 156 | VADIM EPELBAUM | |
| 14 | 157 | YONG HENRY | |
| 15 | 158 | JOSE UBILES | |
| 16 | 159 | CRISTIAN LOSZPE | |
| 17 | 160 | ANGELA CASLER | |
| 18 | 161 | ADAM DAEGORN | |
| 19 | 162 | DIANA SPANGLER | |
| 20 | 163 | JASON STANEK | |
| 21 | 164 | ANTHONY TRUPIA | |
| 22 | 165 | MARK TODERO II | |
| 23 | 166 | PATRICE ROTHFEDER | |
| 24 | 167 | MICHAEL CLARK | |
| 25 | 168 | JAMES KEATING | |
| 26 | 171 | JEANETTE VOSS | |
| 27 | 172 | DAN KELLEY | |
| 28 | 173 | ROGER LOEB* | *same objector as 146 |

**UNITED STATES DISTRICT COURT**

**NORTHERN DISTRICT OF CALIFORNIA**

| | |
|---|---|
| Michael Katz-Lacabe and Dr. Jennifer Golbeck, on behalf of themselves and all others similarly situated,<br><br>Plaintiffs,<br><br>vs.<br><br>ORACLE AMERICA, INC., a corporation organized under the laws of the State of Delaware,<br><br>Defendant. | Case No. 3:22-cv-04792-RS<br><br>Honorable Richard Seeborg<br><br>**[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT** |

Plaintiffs Michael Katz-Lacabe and Jennifer Golbeck (together, "Settlement Class Representatives"), and Defendant Oracle America, Inc. (collectively the "Parties"), entered into a Class Action Settlement Agreement and Release (the "Settlement Agreement") on July 8, 2024 (Dkt. 132-2), which, together with the exhibits and appendices thereto, sets forth the terms and conditions for a proposed resolution of this Action and for its dismissal with prejudice.

By Order dated August 9, 2024, the Court granted preliminary approval of the Settlement between the Parties in the Action, ordering notice to Settlement Class Members through a comprehensive media plan in conjunction with direct email notice, and providing Settlement Class Members with an opportunity either to exclude themselves from the Settlement Class or to object to the Settlement (Dkt. No. 135).

By Order dated August 9, 2024, the Court also provisionally certified the Settlement Class for settlement purposes only, finding that the Settlement Class meets all the prerequisites of Federal Rule of Civil Procedure 23 for class certification, including numerosity, commonality, typicality, predominance of common issues, superiority, and that the Settlement Class Representatives and Class Counsel are adequate representatives of the Settlement Class (*id.*).

On November 14, 2024, the Court held a Fairness Hearing, to consider approval of this Settlement.

The Court has reviewed and considered Plaintiffs' Motion For Final Approval of Class Action Settlement and its supporting memorandum of points and authorities, the Declaration of David T. Rudolph in Support of Final Settlement Approval and the exhibits attached thereto; the Declaration of Steven Weisbrot of Angeion Group, LLC and the exhibits attached thereto regarding the settlement notice; the argument of counsel; and the relevant papers and records on file in this matter.

The Court has considered the objections submitted to the Settlement (Dkts. 137/148, Dkt. 139, Dkt. 140, Dkt. 141, Dkt. 143, Dkt. 146/173, Dkt. 147, Dkt. 150, Dkt. 152, Dkts. 154–168, and Dkts. 171–172), and the Parties' and objectors' arguments related thereto.

The Court has further considered the Settlement Agreement, the record in this Action, and the Parties' arguments and authorities.

GOOD CAUSE APPEARING, IT IS HEREBY ORDERED AS FOLLOWS:

1. All terms and definitions used herein have the same meanings as set forth in the Settlement Agreement unless stated otherwise.

2. The Court has jurisdiction over this Action and the Parties.

**Notice**

3. The Court finds that the Notice Plan constituted the best notice practicable under the circumstances to all Settlement Class Members and was successfully implemented by the Settlement Administrator, effecting Class Notice that fully complied with the requirements of Federal Rule of Civil Procedure 23 and due process.

4. The Objection regarding the reach of the Notice Plan is overruled. *See* Dkt. 137. The Court finds sufficient that as of October 28, 2024, approximately 83.33 percent of the target audience of 220 million Americans had received notice, each with an average frequency of more than 3.18 times. Declaration of Steven Weisbrot of Angeion Group, LLC ("Weisbrot Decl.") ¶ 7. Within the 49-day Notice Period, the Settlement administrator emailed reasonably identifiable Class Members Notice as well as a Reminder Email, and published two national press releases

and a media campaign delivering over 679 million impressions via social media and paid search. *Id.*

5. The two Objections arguing email is an improper method for providing notice are overruled. *See* Dkts. 161, 163. "Courts routinely approve email notice campaigns and, inevitably, some email messages will end up in a spam folder—just as some postal mail will never reach its intended recipient." *In re Apple iPhone/iPod Warranty Litig.*, No. CV-10-01610, 2014 WL 12640497, at *9 (N.D. Cal. May 8, 2014) (collecting cases). Moreover, per the Court's preliminary approval order (Dkt. 135), Email Notice was disseminated to supplement Media Notice.

6. The three Objections arguing that the Notice Period was too short are likewise overruled. Dkt. Nos. 137, 160,[1] 172. The 49-day Notice Period comfortably exceeded the 35-day period specified in the Northern District of California's Procedural Guidance for Class Action Settlements.

**Class Certification and Class Representation**

7. The Court confirms the findings in its Preliminary Approval Order and finds that, for purposes of the Settlement only, all requirements for maintenance of a class action set forth in Federal Rules of Civil Procedure 23(a) and (b)(3) are satisfied: there are common questions of law and fact sufficient to satisfy Rule 23(a)(2); the claims of the proposed Settlement Class Representatives are typical of the claims of the Settlement Class and therefore satisfy Rule 23(a)(3); Class Counsel and the Settlement Class Representatives have fairly and adequately represented the interests of the Class and satisfied Rule 23(a)(4); and that common questions predominate over individual questions and that a class action is superior to other methods for adjudicating the case, and therefore the Settlement Class satisfies Rule 23(b)(3). It therefore certifies the following Settlement Class:

> All natural persons residing in the United States whose personal information, or data derived from their personal information, was acquired, captured, or otherwise collected by Oracle Advertising technologies or made available for use or sale by or through ID Graph, Data Marketplace, or any other Oracle Advertising product

[1] The author of this letter excluded herself from the Class, and therefore recognizes that she "do[es] not have the right to represent [her] objections in court." Dkt. 160 at 1.

or service from August 19, 2018 to the date of final judgment in the Action. Excluded from the Settlement Class are (i) Oracle; (ii) Oracle's parents, subsidiaries, affiliates, officers, directors, investors, and employees; (iii) any entity in which Oracle has a controlling interest; (iv) any individual who would otherwise be included in the Settlement Class, but has agreed, in another proceeding, to release claims covered by this Settlement prior to the Claim Form deadline identified in Section 3.6 of the Settlement Agreement; and (v) any judge presiding over this Action, their staff, and the members of the judge's immediate family.

8. The Court overrules the objections to the Settlement Class definition. *See* Dkt. Nos. 137, 171. The ultimate fate of the ECPA claim is not yet determined as Plaintiffs have sought an interlocutory appeal of the Court's dismissal of that claim. *See* Dkts. 120, 122. In such circumstances, Ninth Circuit precedent supports certifying the proposed nationwide Settlement Class. *In re Lithium Ion Batteries Antitrust Litig.*, No. 13MD02420, 2020 WL 7264559, at *13 (N.D. Cal. Dec. 10, 2020), *aff'd,* No. 21-15120, 2022 WL 16959377 (9th Cir. Nov. 16, 2022) (prior orders did not foreclose the participation of class members from non-repealer states in the settlement because those orders were "subject to further litigation and appeal had the case not settled"); *In re Transpacific Passenger Air Transportation Antitrust Litig.*, No. C 07-05634 CRB, 2015 WL 3396829, at *3 (N.D. Cal. May 26, 2015), *aff'd,* 701 F. App'x 554 (9th Cir. 2017); *see also Jabbari v. Farmer*, 965 F.3d 1001, 1007 (9th Cir. 2020) (approving nationwide settlement class involving state claims where federal statutory claim was "important enough bind the class together"). One objector residing internationally requests that the Class definition be broadened beyond 2018 and beyond residency in the United States. Dkt. 171. This objector is not a Class Member, but in any event, the Court made clear that the pleaded claims would not extend internationally. *See* Dkt. 49 at 18–22.

9. The Court confirms its previous appointment of Michael Katz-Lacabe and Jennifer Golbeck as Settlement Class Representatives. The Court finds that these Settlement Class Representatives have fairly and adequately represented, and will fairly and adequately represent, the interests of the Settlement Class. The Court overrules the objection arguing that they have not adequately represented the Class. Dkt. 137.

10. The Court confirms its previous appointment of Class Counsel as counsel representing the Settlement Class under Federal Rule of Civil Procedure 23(g). The Court finds that Class Counsel have fairly and adequately represented, and will fairly and adequately represent, the interests of the Settlement Class. The Court overrules the objections arguing that they have not adequately and vigorously represented the Class. Dkt. Nos. 137, 164.

11. The Court confirms its earlier appointment of Angeion Group, LLC to serve as the Settlement Administrator and finds that it thus far has fulfilled its duties under the Settlement. The Court finds the Settlement Administrator's expenses are reasonable and orders that the Settlement Administrator be paid in accordance with the Settlement Agreement. The Settlement Administrator agreed to provide notice, administration, and distribution services for a total amount not to exceed $4.8 million. *See* Weisbrot Decl. ¶ 45. As explained by the Settlement Administrator, if circumstances change, it may apply for reimbursement of associated expenses. *Id.* The Court overrules the objection to the reasonableness of the Settlement Administrator's expenses on those grounds. Dkt. Nos. 148 at 4–7.

12. One objector does "not trust this Settlement Administrator and would like them to be replaced" because he "received 4 non-answer responses." Dkt. 167. This distrust is unwarranted based on the representations of the Settlement Administrator (*see* Weisbrot Decl. ¶ 61), and therefore the objection is overruled.

**Approval of the Settlement under Rule 23(e)**

13. Pursuant to Federal Rule of Civil Procedure 23(e), the Court hereby grants final approval of the Settlement and finds that the Settlement is fair, reasonable, and adequate and in the best interests of the Settlement Class Members. The Court grants final approval based on the following factors, which demonstrate that the Settlement meets the "higher standard of fairness" applicable to settlements reached before class certification. *Lane*, 696 F.3d 811, 819 (9th Cir. 2012) (citation omitted):

a. Class Counsel and the Settlement Class Representatives ably protected and furthered the best interests of the Class at every step in this action.

b. There is no indicia of fraud or collusion underlying this Settlement, and it was reached as a result of an informed arm's length mediation session and subsequent negotiations with two respected mediators. *See, e.g.*, *In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935, 948 (9th Cir. 2011) (presence of a neutral mediator is a factor weighing in favor of a finding of noncollusiveness). In addition to the involvement of these mediators, the Court has performed its own, independent analysis of the Settlement's fairness, reasonableness, and adequacy pursuant to Federal Rule of Civil Procedure 23(e)(2).

c. The Settlement provides outstanding relief to the Settlement Class given the range of reasonable possible recoveries by the Settlement Class Members, especially since further litigation would likely be complex, expensive, lengthy, and risky.

d. The $115 million Settlement provides substantial benefits to the Class in light of the strengths and weaknesses of the claims asserted. Class Counsel and the Court have carefully evaluated those strengths and weaknesses. Dkt. Nos. 135 ¶ 3, 132 § I.B. The Settlement is informed by extensive discovery and expert analysis that allowed Plaintiffs to make a thorough evaluation of the strengths and weaknesses of their claims, as well as the fairness, reasonableness, and adequacy of the Settlement. Dkt. 132 at 20–21.

e. The Settlement's methods of processing claims and distributing funds to Class Members are fair and adequate.

f. Distributing the Settlement Fund on a *pro rata* basis treats Class Members equitably.

14. Most objections (seventeen of twenty-eight) express that the $115 million monetary relief is too low: Dkt Nos. 137 and 148 (submitted by the same person), 139, 140, 141, 146, 147, 150, 152, 156–159, 163, 164, 166, and 172. These objections do not adequately account for the risks and delays involved in further litigation, making "no effort to tie [their comments] to the disputes that would actually go to trial." *In re Facebook Biometric Info. Priv. Litig.*, 522 F. Supp. 3d 617, 627 (N.D. Cal. 2021), *aff'd,* No. 21-15553, 2022 WL 822923 (9th Cir. Mar. 17, 2022). Moreover, these objections make no effort to assess the risks of class certification,

summary judgment, or trial for CIPA claims that this Court found "barely" survived dismissal. Dkt. 49 at 23. These objections are therefore overruled.

15. Many of these objections mistakenly evaluate this Settlement on terms applicable to a different type of privacy case, *i.e.*, a data breach. *See, e.g.*, Dkt. Nos. 140, 141, 156, 158. Unlike data breach cases, here, damages are not measured in terms of security risks. *See Perkins v. Linkedin Corp.*, No. 13-CV-04303-LHK, 2016 WL 613255, at *5 (N.D. Cal. Feb. 16, 2016) (rejecting objection because the "lawsuit did not raise concerns about the sale of data or possible data breaches"). These objections are overruled.

16. Several objectors call for additional injunctive relief seeking further data privacy protections from Oracle, including, *inter alia*, requests for lifetime credit monitoring (Dkt. 158), removing personal data from the dark web and disclosing all data it has ever sold to third parties (Dkt. 160), and disclosing all revenue Oracle made from the practices at issue and shutting down its other business unrelated to this case (Dkt. Nos. 156, 163). However, these requests go well beyond the scope of remedies realistically attainable and may be unnecessary given Oracle's cessation of the practices at issues and its related deletion of relevant data. Moreover, the non-monetary relief assures the cessation of the wiretapping conduct at issue and the implementation of internal audits in the event Oracle decides at some point to restart the conduct. SA ¶ 3.5. These objections are overruled. Dkt. Nos. 156, 158, 160, 163.

**Settlement Allocation and Claims Process**

17. The Court finds that the Settlement Administrator effectively administered the Claims program pursuant to the Settlement Agreement and the Order Granting Preliminary Approval and that the Claims process was fair, reasonable and adequate.

18. The Court adopts the Parties' proposal for allocating the Net Settlement Fund. The proposal provides payments to be distributed to Valid Claimants, who will receive a *pro rata* share, as determined by dividing the Net Settlement Fund by the number of Valid Claims. If any funds remain in the Settlement Fund after all Valid Claims are paid, the Parties anticipate a redistribution of the remaining funds to Settlement Class Members unless it is economically infeasible to do so. Subject to Court approval, any final balance will be directed in *cy pres*.

19. The Court finds this proposal fair, reasonable, and adequate and overrules the objection to allocation of the Net Settlement Fund. *See* Dkt. 150. This objection argues that the allocation is inadequate because it fails to accord increased value to California class members with potential claims under CIPA. *Id.* at 8–9. The Ninth Circuit has rejected this notion. *See Lane v. Facebook, Inc.*, 696 F.3d 811, 824 (9th Cir. 2012). Thus, the objection to the allocation of the Net Settlement is overruled as meritless.

20. While there may have been individual frustrations, the Settlement Administrator confirmed that the claims processing functionality properly operated throughout the duration of the claims period without any systemic issues that would have impeded the submission of claims or opt-outs. The Court overrules the objections to the claims process. Dkt. Nos. 162, 172.

21. While some Objections claim that they did not learn of the Settlement until days before the deadline, the Settlement Administrator confirmed that each of these objectors received initial emails weeks prior to the reminder emails they ultimately responded to that they claim came late. Thus, these Objections are overruled. Dkt. Nos. 163, 172.

22. The Court overrules the Objections that they should have provided "a copy of the 'digital dossier' that Oracle allegedly compiled" on Class Members. Dkt. 139; *see also* Dkt. Nos. 152, 154, 164, 173. The Class Notice and available litigation documents sufficiently described the nature of the data the Plaintiffs allege Oracle has complied on all Class Members, and it would be infeasible to provide tailored dossiers to 220 million people as part of a notice plan.

23. The Court overrules the Objection to the Claim and Exclusion Forms' requirement to confirm that the "acquisition, capture, or collection of [his] personal information by Oracle was without [his] consent." *See* Dkt. 143. Consent is a primary defense asserted by Oracle, and the forms merely require affirmation that an individual did not affirmatively consent to the conduct at-issue, which is consistent with Plaintiffs' theory of the case. *See Perkins v. Linkedin Corp.*, No. 13-CV-04303-LHK, 2016 WL 613255, at *9 (N.D. Cal. Feb. 16, 2016) ("Claim forms may require the claimant to attest to some fact under penalty of perjury.") (citing *California v. IntelliGender, LLC*, 771 F.3d 1169, 1175 (9th Cir. 2014)).

24. Finally, one objector was concerned that information provided on the Claim Form would "permit Angeion Group, LLC to sell their data," but the Settlement Administrator confirmed this is not the case. *See* Weisbrot Decl. ¶ 61. Thus, this objection is overruled. Dkt. 167.

**Releases**

25. Upon the Effective Date the Releasing Parties shall have, fully and irrevocably released and forever discharged Released Parties from any and all Released Claims. Dkt. No. 132-2 ¶¶ 10.2–10.3; *see also id.* § 11. Accordingly, the Settlement shall terminate the Action. *See id.* ¶ 10.4, § 11. However, the release shall not include any claims related to the enforcement of the Settlement or Protective Order (Dkt. 28).

**Objections and Opt-Outs**

26. Given the Court's findings in this Order, the Court overrules the objections to the Settlement. *See* Dkts. 137/148, Dkt. 139, Dkt. 140, Dkt. 141, Dkt. 143, Dkt. 146/173, Dkt. 147, Dkt. 150, Dkt. 152, Dkts. 154–168, and Dkts. 171–172.

27. The Court has reviewed the lists of individuals who have timely and untimely opted out of the Settlement attached to the Declaration of Steven Weisbrot in Support of Final Approval (Exhibits K and K-1) and approves both lists.

**Other Matters**

28. The Action, and all Released Claims asserted against the Released Parties are settled and dismissed with prejudice.

29. Execution of the Settlement shall proceed as set forth in the Settlement Agreement. The estimated date of commencement of distribution is 90 days after the Effective Date. The estimated date of substantial completion of distribution is 165 days after the Effective Date.

30. The Parties shall file a post-distribution accounting in accordance with the Northern District's Procedural Guidance for Class Action Settlements within 21 days after the substantial completion of the Net Settlement Fund's distribution ("Post-Distribution Accounting"). The Parties may request a continuance of the deadline for the Post-Distribution Accounting if the information required as part of the accounting is not yet available.

31. The Court reserves jurisdiction over the subject matter and each Party to the Settlement with respect to the interpretation and implementation of the Settlement for all purposes, including enforcement of any of the terms thereof at the insistence of any Party and resolution of any disputes that may arise relating to the implementation of the Settlement or this Order.

**CONCLUSION**

32. The Motion for Final Approval is hereby granted, and Judgment is entered in accordance with the terms of this Order as of the date of this Order.

**IT IS SO ORDERED.**

Dated: _____, 2024

_____
Hon. Richard Seeborg
United States Chief District Judge

**UNITED STATES DISTRICT COURT**

**NORTHERN DISTRICT OF CALIFORNIA**

| | |
|---|---|
| Michael Katz-Lacabe and Dr. Jennifer Golbeck, on behalf of themselves and all others similarly situated,<br><br>Plaintiffs,<br><br>vs.<br><br>ORACLE AMERICA, INC., a corporation organized under the laws of the State of Delaware,<br><br>Defendant. | Case No. 3:22-cv-04792-RS<br><br>Honorable Richard Seeborg<br><br>**[AMENDED PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION FOR ATTORNEYS' FEES, REIMBURSEMENT OF EXPENSES, AND PLAINTIFF SERVICE AWARDS** |

This matter is before the Court on Plaintiffs' motion for attorneys' fees, reimbursement of expenses, and plaintiff service awards. Dkt. 136. The Court held a fairness hearing on November 14, 2024. Having considered the moving papers, information provided at the hearing, the relevant objections, and the record in this matter, the Court **GRANTS** the motion for attorneys' fees, reimbursement of expenses, and plaintiff service awards.

## I. BACKGROUND

Plaintiffs in this action assert that Oracle's data brokering business violates internet users' right to privacy under the California Constitution as well as various state and federal privacy statutes. Plaintiffs allege Oracle's covert collection and aggregation of Plaintiffs' personal data

effected comprehensive surveillance of Plaintiffs' personal lives, abrogating their privacy and autonomy.

This suit was the product of extensive pre-litigation investigation. Prior to bringing suit, Class Counsel worked for two years, investigating Oracle's practices and potential legal claims to protect the Class's privacy rights. *See* Dkt. 136 at 10–11. As part of this investigation, Class Counsel consulted privacy and forensic experts and worked with the prospective Plaintiffs to retrieve and analyze their "Offline Access Request Response Reports" ("OARRRs"), among other efforts. *Id.*

On August 19, 2022, Plaintiffs filed suit against Oracle asserting that its business violates internet users' right to privacy under the California Constitution as well as various state and federal privacy statutes. Dkt. 1. Oracle initiated three rounds of motions to dismiss that raised potentially dispositive issues including Plaintiffs' standing, the reasonable expectation of privacy, choice of law, and applicability of state and federal wiretapping statutes to Oracle's interception of Plaintiffs' data. *See* Dkts. 23, 63, 88. Plaintiffs opposed, and in response to the Court's rulings, amended the complaint twice. Dkts. 72, 87. Following the Court's dismissal with prejudice of their Electronic Communications Privacy Act ("ECPA") claim, Plaintiffs filed a motion under 28 U.S.C § 1292(b), which Oracle opposed. Dkts. 120, 122

Meanwhile, the Parties conducted extensive discovery. Oracle ultimately produced over 160,000 pages of documents and ESI, in addition to over 283 video files, spanning approximately 173 hours, of internal discussions regarding the technical operation of Oracle's collection and use of data. Dkt. 136 at 11–12. Plaintiffs retained consulting experts to help conduct an accurate analysis of highly technical information and lines of computer code. *Id*. at 12. Through this discovery, Plaintiffs obtained information about Oracle's business practices and policies, strategic decisions, agreements, clients, the extent of data Oracle had received, and the inferred data resulting from its data processing. *Id.*

Drawing from their significant experience, skill, and commitment to this action, Class Counsel prevailed on numerous issues. Plaintiffs overcame Oracle's challenge to standing, establishing that Plaintiffs had adequately pled harm, causation, and redressability. Dkt. 49 at 10.

Plaintiffs also defended numerous causes of action that preserved avenues to redress, including claims under the California Invasion of Privacy Act (CIPA) and the Florida Security of Communications Act (FSCA), as well as claims for unjust enrichment under both California and Florida law, and claims for declaratory and injunctive relief, in addition to Plaintiffs' core claims of intrusion upon seclusion and invasion of privacy under California law. Dkt. 77.

On April 24, 2024, the Parties engaged in an extended day of in-person mediation overseen by Professor Eric D. Green and Fouad Kurdi of Resolutions, LLC. Dkt. 136 at 5–6. By the close of the mediation session, the Parties had exchanged only draft term sheets. *Id.* During the next two weeks, the Parties continued negotiations through emails and phone calls with the mediators. *Id.* On May 8, 2024, they executed a binding settlement term sheet outlining the basic terms of a settlement. *Id.* Over the next ten weeks, the Parties negotiated a long-form settlement agreement, including the precise terms and implementation of non-monetary relief. *Id.* These arm's length negotiations resulted in the Settlement Agreement, which was executed on July 8, 2024. *Id.*; Dkt. 132-1.

The Parties reached a Settlement that provides valuable monetary and non-monetary relief to the Class. Under the Settlement Agreement, Oracle will pay $115 million to create a non-reversionary cash Settlement Fund for the benefit of Settlement Class Members. Dkt. 132-2, Settlement Agreement ("SA") ¶¶ H, O, W, 3.2.5, 3.2.15. No portion of the Settlement Fund will revert to Oracle. *Id.* ¶¶ T, 3.2.1.

Additionally, Oracle must implement meaningful business practices designed to address the alleged privacy violations and protect Plaintiffs' privacy moving forward. There are two aspects of this non-monetary relief. One, Oracle has agreed that it will not capture (a) user-generated electronic information within referrer URLs (*i.e.*, the URL of the previously-visited page) associated with a website user or (b) any text entered by a user in an online web form other than through Oracle's own websites. As such, Oracle has agreed it will not engage in the alleged conduct which is central to Plaintiffs' wiretap claims. *Id.* ¶ 3.5. Oracle has agreed to comply with these provisions for as long as it offers the products and services described in the SAC. *Id.*

Soon after reaching this Settlement, Oracle announced it would shut down its ad tech

business unit, ceasing virtually all of the conduct that is at issue in this case, and will automatically delete its customers' data. Dkt. 136 at 7.

On July 18, 2024, Plaintiffs sought preliminary approval of the Settlement, which the Court granted. Dkts. 132, 135. Specifically, the Court (1) preliminarily approved the Settlement Agreement, (2) provisionally certified the Settlement Class, (3) approved the Notice Plan, and (4) appointed Settlement Class Counsel, Settlement Class Representatives, and Angeion as the Settlement Administrator. Dkt. 135. Since then, Class Counsel worked closely with Angeion to supervise its implementation of the Settlement's notice program and claims administration, which is now complete. Declaration of David T. Rudolph in Support of Final Approval ("Rudolph Decl.") ¶ 3.

Plaintiffs now move for an order approving the requested attorneys' fees, reimbursement of expenses, and plaintiff service awards. Dkt. 136.

## II. ATTORNEYS' FEES, EXPENSES, AND SERVICE AWARDS

Plaintiffs move for (1) $28.75 million in attorneys' fees, representing 25 percent of the Settlement Fund; (2) reimbursement of $211,350.52 in litigation costs incurred by Class Counsel; and (3) service awards of $15,000 to each Class Representative. *See* Dkt. 136 at 1–2. The Court addresses each request in turn.

### A. Attorneys' Fees

#### 1. Legal Standard

Awards of attorneys' fees in class action cases are governed by Federal Rule of Civil Procedure 23(h), which provides that, after a class has been certified, the court may award reasonable attorneys' fees and nontaxable costs. The court "must carefully assess" the reasonableness of the fee award. *Staton v. Boeing Co.*, 327 F.3d 938, 963 (9th Cir. 2003).

Where litigation leads to the creation of a common fund, courts can determine the reasonableness of a request for attorneys' fees using either the common fund method or the lodestar method. *See In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935, 944–45. The Court will analyze Class Counsel's fee request under both theories, starting with the percentage-of-the-common-fund theory, and then conducting a lodestar-cross-check.

**2. Discussion**

Under the percentage method, courts "typically calculate 25% of the fund as the 'benchmark' for a reasonable fee award, providing adequate explanation in the record of any 'special circumstances' justifying a departure." *In re Bluetooth Headset Prods.*, 654 F.3d at 942 (citations omitted). Here, Class Counsel requests that the court approve a fee award of $28.75 million, or 25 percent of the gross Settlement amount. Dkt. 136 at 1. The Court will evaluate this request in light of the factors set forth in *Vizcaino*, and will cross-check the reasonableness of the award using the lodestar method. *See Vizcaino v. Microsoft Corp.*, 290 F.3d 1043 (9th Cir. 2002).

**a. Percentage-of-the-Common Fund Method**

The selection of a percentage must "take into account all of the circumstances of the case." *Vizcaino*, 290 F.3d at 1048. When assessing the reasonableness of a fee award under the common fund theory, courts consider factors such as (1) the results achieved, (2) the risk of litigation, (3) the complexity of the case and skill required, (4) the contingent nature of the litigation, and (5) awards made in similar cases. *In re Omnivision Techs., Inc.*, 559 F. Supp. 2d 1036, 1046 (N.D. Cal. 2008); *Vizcaino*, 290 F.3d at 1048–50.

**1. Results Achieved**

"The overall result and benefit to the class from the litigation is the most critical factor in granting a fee award." *In re Omnivision Techs., Inc.*, 559 F. Supp. 2d at 1046. On monetary relief, Class Counsel secured the third largest common fund of any non-data breach privacy settlement, and the highest common fund amount of any privacy case where no direct relationship exists between defendant and the class. *See* Dkt. 132-1 (surveying fifteen comparable non-data breach privacy class action settlements); Dkt 132 at 19 (Plaintiffs are aware of only two non-data breach privacy class action settlements larger than this one, both of which involved Facebook). The $115 million Settlement Fund will enable the distribution of a meaningful approximately $25 in compensation to every valid claimant. This is significant compensatory relief, particularly given that Class Members had no out-of-pocket damages.

The Settlement also achieves significant non-monetary relief. *See* SA ¶ 3.5. Additionally, shortly after the Parties reached an agreement in principle for this non-monetary relief, Oracle

publicly announced the imminent shutdown of its ad tech business at issue in this litigation. Oracle's ad tech closure will dispose of the business units responsible for virtually all of the conduct at issue in this case. The Settlement ensures that if Oracle returns to this area of commerce, its practices will be subject to the injunctive relief standards. Class Counsel asserts that the Settlement was likely a contributing factor to this development. *See* Dkt. 136 at 7. Class Counsel did not attempt to quantify the value of the non-monetary relief that it obtained or contributed to; however, these meaningful non-monetary achievements factor into the Court's fee analysis calculus and underscore the reasonableness of the fee request. *See In re Anthem, Inc. Data Breach Litig.*, No. 15-MD-02617-LHK, 2018 WL 3960068, at *11 (N.D. Cal. Aug. 17, 2018).

**2. Risk of Litigation**

"Data privacy law is a relatively undeveloped and technically complex body of law, which creates uncertainty and, therefore, additional risk for Class Counsel." *See In re TikTok, Inc., Consumer Priv. Litig.*, 617 F. Supp. 3d 904, 941 (N.D. Ill. 2022), *appeal dismissed sub nom. In re Tiktok Inc., Consumer Priv. Litig.*, No. 22-2682, 2022 WL 19079999 (7th Cir. Oct. 12, 2022)). The novelty and scope of Plaintiffs' privacy allegations made this a particularly ambitious and risky case to litigate. Unlike many class actions, this case did not evolve from revelations in the press about mishandling of data, investigations and fines by regulators, or a groundswell of public opinion against clearly offensive and illegal practices. Rather, Class Counsel independently investigated, documented, and innovatively challenged the underlying business model of one of the largest corporations in the world.

This factor weighs in favor of Class Counsel's requested 25 percent fee, given the substantial risks borne by Class Counsel in pursuing this novel class action.

**3. Complexity of the Case and Skill Required**

The Court also considers the skill required to prosecute and manage this litigation, as well as Class Counsel's overall performance. *See In re Omnivision Techs.*, 559 F. Supp. 2d at 1047. During the past two years, the Court witnessed the high level of skill, experience, commitment, and ingenuity, which Class Counsel demonstrated throughout its prosecution of this complex

case. Class Counsel's work on behalf of the Class involved, among other things: (a) discovering the alleged misconduct and investigating Oracle's collection and aggregation of data for two-years prior to filing; (b) developing novel legal theories and identifying viable claims to support them; (c) conducting legal research in opposition to Oracle's three motions to dismiss and successfully preserving numerous important causes of action; (d) successfully sealing portions of Plaintiffs' "Offline Access Request Response Reports" ("OARRRs") (the report Oracle provides concerning aspects of the personal data it stores) after three rounds of motions; (e) persistently pressing and obtaining valuable discovery from Oracle; (f) securing a favorable settlement following months of arm's length negotiations; and (g) fulfilling Class Counsel's responsibilities under the Settlement Agreement, including seeking preliminary approval of the Settlement and overseeing Notice administration. Class Counsel brought decades of experience in complex class action litigation and extensive subject matter knowledge to identify the privacy invasions at issue, litigate novel and untested legal theories, and negotiate a settlement that provides appropriate redress and protects the Settlement Class's privacy rights moving forward.

The Court agrees that the skill displayed by Class Counsel in prosecuting this case and obtaining a favorable settlement supports the requested award.

**4. Contingent Nature of the Litigation**

The risk of non-payment assumed by Class Counsel is a factor in determining counsel's appropriate fee award. *See Hopkins v. Stryker Sales Corp.*, No. 11-CV-02786-LHK, 2013 WL 496358, at *3 (N.D. Cal. Feb. 6, 2013) (finding higher fee award justified where the "case was conducted on an entirely contingent fee basis against a well-represented Defendant"). Class Counsel assumed substantial risk by prosecuting this case on a purely contingent basis and advancing all necessary expenses, to the exclusion of other fee-generating work, knowing that it would receive a fee and be reimbursed for expenses only if it obtained meaningful relief on a class-wide basis. Here, the risk of nonpayment was magnified because Class Counsel assumed the unusual risk of litigating without co-counsel. The fact that no "copycat" suits were filed indicates that other firms viewed this case as too risky to prosecute.

Given the substantial risks borne by Class Counsel in pursuing this class action, this factor

weighs in favor of the requested fee.

**5. Awards Made in Similar Cases**

A court should also consider fee awards from similar cases. *Vizcaino*, 290 F.3d at 1049–50. The requested 25 percent fee award is in line with the range of awards in this Circuit. *See In re Anthem, Inc. Data Breach* Litigation, 2018 WL 3960068, at *2, *5, *11 (awarding 27% of $115 million settlement, which included non-monetary relief "aimed at combatting the precise harm" at issue, after three years of litigation); *In re Apple Device*, 2023 WL 2090981, at *13–14 (awarding 26% of $310 million settlement after three years of litigation at the pleading stages, resulting in estimated payments to claimants of roughly $25 per device); *In re Zoom Video Commc'ns, Inc. Priv. Litig.*, No. 20-cv-02155-LB, 2022 WL 1593389, at *11 (N.D. Cal. Apr. 21, 2022), *appeal dismissed sub nom. Brice v. Rodgers*, No. 22-15764, 2023 WL 3568176 (9th Cir. Jan. 5, 2023) and *Brice v. Gonzalez*, No. 23-15103, 2023 WL 3090669 (9th Cir. Mar. 31, 2023) (awarding 25% of $85 million settlement, resulting in a 3.28 multiplier, where, after two years of litigation, counsel obtained "excellent benefits for the class, both monetary and injunctive (in an area of law in which purely injunctive relief is common), and there were significant risks involved with the litigation"); *In re Lidoderm*, 2018 WL 4620695, at *1 (awarding 33% of $105 million after four years of risky litigation); *In re TikTok*, 617 F. Supp. 3d at 942 (awarding 33% of $92 million settlement after three years of litigation, recognizing that "[t]he need to provide financial incentives for zealous and effective representation of consumers in legally and technologically complex data privacy cases such as this—especially in the age of pervasive social media—weighs in favor of granting the request"). The Court also notes that the Ninth Circuit has been careful not to adopt a sliding-scale rule regarding the size of a settlement fund in relation to the percentage of attorneys' fees that may be awarded. *In re Optical Disk Drive Prod. Antitrust Litig.*, 959 F.3d at 933.

Accordingly, awards in similar cases support the requested 25 percent fee.

**b. <u>Lodestar Cross-Check</u>**

"[A] [lodestar] cross-check is not required so long as the court achieves a reasonable result using the method it selects." *Senne v. Kansas City Royals Baseball Corp.*, No. 14-cv-00608

JCS, 2023 WL 2699972, at *18 (N.D. Cal. Mar. 29, 2023), *aff'd sub nom. Senne v. Concepcion*, No. 23-15632, 2023 WL 4824938 (9th Cir. June 28, 2023) (citations omitted). Nonetheless, a lodestar crosscheck here further supports Class Counsel's fee request. Class Counsel's billing summary complies with this District's guidelines for class action attorneys' fee requests and contains sufficient detail for the Court to conduct a lodestar-based assessment. The summary shows that Class Counsel's lodestar for work on this case through August 8, 2024 (the day before the Court preliminarily approved the Settlement) is $9,866,699.50, representing 13,100.30 hours of attorney and law firm staff time. By staffing this case entirely in-house, Class Counsel was incentivized to expend its resources as efficiently as possible. The Court finds that the time Class Counsel dedicated to prosecuting this action is reasonable. The Court also finds Class Counsel's hourly rates are reasonable, and in line with those prevailing in this District for similar services by lawyers of reasonably comparable skill, experience, and reputation. *See Grey Fox, LLC v. Plains All-Am. Pipeline, L.P.*, No. CV 16-03157 PSG (JEMx), 2024 WL 4267431, at *5 (C.D. Cal. Sept. 17, 2024) (approving Class Counsel's 2024 rates).

The Court finds that Class Counsel's fee request results is an acceptable multiplier of Class Counsel's lodestar. The benchmark 25 percent fee requested by Class Counsel reflects a multiplier of 2.91 of Class Counsel's lodestar, which "falls within the Ninth Circuit's presumptively acceptable range" of multipliers routinely approved in the Ninth Circuit and elsewhere, and will only decrease as Class Counsel continues to fulfill its responsibilities to the Class. *Dyer v. Wells Fargo Bank, N.A.*, 303 F.R.D. 326, 334 (N.D. Cal. 2014) (citing *Vizcaino*, 290 F.3d at 1051 & n.6). Thus, application of the lodestar multiplier cross-check confirms the reasonableness of Class Counsel's requested fee.

**c. Objections to Fees**

Four Objectors objected to Class Counsel's fee request. *See* Dkt. Nos. 137 and 148 (same objector), 140, 152, 157, and 172. Oracle filed a comment to the Fee Motion, but expressed no position. Dkt. 138. None of these responses warrants denial or modification of counsel's requested fees. The Objections lack appreciation for the jurisprudence that governs the economics of representative actions, which allow for the vindication of aggregated interests that would

otherwise go unaddressed. The Court finds that the fee request is supported by well-established Ninth Circuit principles.

Accordingly, the Court finds that the requested fee award is reasonable and GRANTS Class Counsel $28,750,000 in attorneys' fees.

**B. Litigation Expenses**

In class action settlements, "[a]ttorneys may recover their reasonable expenses that would typically be billed to paying clients in non-contingency matters." *See In re Omnivision Techs.*, 559 F. Supp. 2d at 1048.

Here, Class Counsel is entitled to reimbursement of reasonable out-of-pocket costs advanced for the Class. *See* Fed. R. Civ. P. 23(h); 18 U.S.C. § 2520(b)(3); *Paul, Johnson*, 886 F.2d at 271. The Court finds that the expenses Class Counsel incurred in this litigation were reasonable and necessary to competently represent the Class.

To the extent that Dkt. 172 objects to the reimbursement of Class Counsel's litigation expenses, the Objection omits any sound reasoning for doing so. Therefore, it is overruled for lack of merit.

Accordingly, the Court GRANTS Plaintiffs' request for reimbursement of $211,350.52 in litigation expenses.

**C. Service Awards for Plaintiffs**

Service awards are "intended to compensate class representatives for work undertaken on behalf of a class" and "are fairly typical in class action cases." *In re Online DVD-Rental Antitrust Litig.*, 779 F.3d 934, 943 (9th Cir. 2015) (cleaned up). Courts have discretion to approve service awards based on the amount of time and effort spent, the duration of the litigation, and the personal benefit (or lack thereof) as a result of the litigation. *See Van Vranken v. Atl. Richfield Co.*, 901 F. Supp. 294, 299 (N.D. Cal. 1995).

The Court finds that the requested service awards for the two Settlement Class Representatives are reasonable and appropriate. Both Class Representatives expended considerable time and effort to assist in the investigation and litigation of this case. They each (a) obtained their OARRRs from Oracle and, despite privacy concerns, agreed to attach them to the

complaint; (b) met with Class Counsel to discuss the facts surrounding Oracle's collection and aggregation of their personal data; (c) reviewed and approved the allegations in complaints and participated in extensive discovery; (d) turned over the contents of their personal devices to a neutral forensic expert to be searched, imaged, and produced to Oracle; (e) submitted highly personal declarations in support of sealing portions of their OARRRs; (f) kept in close contact with counsel to actively monitor the progress of the litigation; and (g) reviewed and approved the Settlement Agreement. Absent the Class Representatives' willingness to undertake the burdens and risks associated with filing and prosecuting this lawsuit, no recovery would have been possible. Because of their efforts, Oracle has committed to pay a total of $115,000,000 and agreed to implement meaningful non-monetary relief. The Court finds that the amount requested for service awards compares favorably to the size of the settlement fund.

One Objection argues that the two Settlement Class Representatives should not be awarded Service Awards in the amount of $10,000 "when the amount they recovered for the Class is less than 50 cents per Class Member." Dkt. 150 at 9–10. This objector does not cite a single case in support of her objection. Service Awards are generally awarded based on the Class Representatives' time and efforts in furtherance of the litigation and are found reasonable when they amount to a low percentage of the common fund, as these do. *See* Dkt. 136 § III (total requested Service Awards amount to 0.17 percent of the Settlement Fund). Accordingly, this Objection is overruled.

Therefore, the Court concludes that the requested service awards are reasonable and **GRANTS** $10,000 to each of the two Class Representatives, for a total of $20,000.

## III. CONCLUSION

For the reasons stated above, Plaintiffs' motion for attorneys' fees, reimbursement of expenses, and service awards is GRANTED. Accordingly, it is HEREBY ORDERED AS FOLLOWS:

1. Class Counsel is awarded 25 percent of the total Settlement Fund, or $28.75 million, in attorneys' fees and $211,350.52 in expenses.

2. Each of the two Settlement Class Representatives is awarded $10,000 in service awards.

3. The Court finds that these amounts are warranted and reasonable for the reasons set forth in the moving papers before the Court, at the Fairness Hearing, and the reasons stated in this Order.

IT IS SO ORDERED.

Dated: _____, 2024

_____
Hon. Richard Seeborg
United States District Judge