



AUTHORITY TO REPRESENT

This Authority to Represent ("Agreement") sets forth the essential terms under which Morgan & Morgan Complex Litigation Group ("M&M") and Boies Schiller Flexner LLP ("BSF") (M&M and BSF collectively "Us", "Our" or "We") will provide legal services to Keyth Citizen (the "Client") with respect to improper collection, retention, and use of Client's private browsing data by Google.

NO FEE UNLESS WE RECOVER FOR YOU. Client agrees to pay Us a fee of 40% of the total amount recovered, whether by settlement or suit, with the fee calculated on the total gross recovery before reduction of costs and any medical or other valid liens. The term "recovery" will include the present value of any future monetary payments such as those in a structured settlement. IN THE EVENT THERE IS NO RECOVERY, THERE IS NO FEE. If any appeal or post-judgment action is required to make a recovery, an additional 5% of any gross recovery will be charged as an additional attorneys' fee. Client agrees there will be a sharing of attorney's fees between M&M and BSF, and that M&M and BSF assume joint responsibility for performing legal services. Fees paid hereunder will be split 50% to M&M and 50% to BSF. This sharing of attorneys' fees will not increase the total fee paid by Client. If Client discharges Us for any reason, Client agrees We will be entitled to a fee, based on the percentage above, of any offer of settlement outstanding; or if no offer of settlement is outstanding, a pro rata fee based on the amount of time We spent on Client's case as follows:

- If you terminate Us before the representation ends, and if there is a subsequent recovery, you shall promptly notify Us of such recovery and shall thereafter pay to Us the additional amount, if any, by which (i) the amount, if any, by which the recovery times a fraction, the numerator of which is Our hourly fees to the date of termination and the denominator of which is Our hourly fees to the date of termination plus the reasonable lodestar devoted to the matter by subsequent counsel, exceeds (ii) Our hourly fees to the date of termination.
- If We withdraw as counsel before the representation ends, We receive no fee unless there is a recovery. If there is a recovery, We receive a fee equal to the recovery multiplied by a fraction, the numerator which is Our hourly fees and the denominator of which is Our hourly fees plus the reasonable lodestar devoted to the matter by subsequent counsel.

NO COSTS UNLESS WE RECOVER FOR YOU. We will advance all costs as are reasonable to prosecute Client's case, including but not limited to, all discovery or court costs, the cost of investigation, records, copy costs, fax charges, long distance telephone calls, postage, expert fees and costs, travel expenses related to prosecution of the case, shared client costs, lien resolution services, common benefit costs, and other expenses necessary to perform legal services for Client. If a recovery is made, Client will be responsible for all costs incurred and Client will be provided an itemized cost report to review. In no event will Client's obligation to pay costs exceed the gross recovery amount. All costs advanced on behalf of Client shall bear interest at 1% per month (or such lesser amount as may be the maximum amount permitted by applicable law, rule or regulation) until such time as the costs are paid by Client. IN THE EVENT THERE IS NO RECOVERY, THERE IS NO CLIENT OBLIGATION TO PAY COSTS.

Client understands that the deadline for bringing a legal action (statute of limitations) and/or seeking certain recoveries in Client's case may have expired before Client first communicated with Us or that the deadline may expire in the very near future. Client further understands that it will take Us a minimum of sixty (60) days after receipt of pertinent information to evaluate Client's case, and that should the deadline for bringing legal action expire within this sixty (60) day period, Client agrees not to hold Us responsible for any resulting damages.

CONFLICTS OF INTEREST AND WAIVER. Client is aware that others may have claims arising out of the same activity. We believe that there is no conflict of interest in our representing multiple clients making claims arising out of the same activity, and that We can diligently and competently represent all such clients. Client understands and agrees that We may represent others, as well as Client, in making such claims. If any potential or actual conflict arises between the Client and others that We represent, We may terminate our representation of the Client at our sole discretion.

Client understands that both M&M and BSF have been appointed as class counsel in *Brown, et al. v. Google LLC*, 20-cv-3664-YGR-SVK (N.D. Cal.) ("*Brown v. Google*"). In that case, the Court granted certification under Federal Rule of Civil Procedure 23(b)(2) to pursue injunctive relief for some of the same claims stemming from the same facts as this dispute and has not yet ruled on a motion for issue certification under Federal Rule of Civil Procedure 23(c)(4). Client

understands that We have no conflict in representing Client in this litigation, and hereby waives any conflict that may exist. Client also understands that We reserve the right to withdraw from further representation of Client in this matter, including to pursue settlement of class-wide, non-injunctive relief in *Brown v. Google*. We have explained and you have agreed that as a result of the types of clients We advise and the types of engagements in which We are involved, We may be requested during the engagement to act for other persons on matters which are not substantially related to the engagement, where the interests of the other persons, and Our representation of them, may be adverse to you or your interests including adversity in litigation. In addition, because of the persons and entities that could be related to the engagement, and the nature of Our practice, during the course of Our representation of you, We may represent some of those persons and entities in matters other than the engagement. In such circumstances, We would, of course, not be relieved of any obligation We may have to retain in confidence any confidential information obtained from you and to refrain from using or disclosing such information in connection with any other representation We may undertake.

You agree that Our representation of you in this matter will not be asserted by you as an actual or potential conflict should We represent any party in a matter adverse to you which is unrelated to this engagement or if We represent a person or entity related to this engagement in a matter unrelated to the engagement. Your signature below confirms that you waive any and all potential and actual conflicts in this regard and agree not to seek our disqualification in any matter based upon such representation.

You should consult with separate counsel about the conflict issues raised above. Your signature below confirms that you have been given adequate time to consult with counsel, that you waive any and all potential and actual conflicts to the extent permitted by applicable law, and that you agree not to seek our disqualification in any matter based upon such representation.

OTHER PROVISIONS. Client agrees that We may associate additional counsel in particular cases to assist Us in the prosecution of Client's claims. Associated counsel may include law firms that are affiliated with, or are affiliates of, Us. If additional co-counsel is associated, Client will be notified of such co-counsel's identity and, upon request, Client will not unreasonably withhold written consent to Us associating such additional co-counsel and the specific fee division with co-counsel. Client shall not be responsible to pay any additional attorneys' fees to any such associated counsel and such associated counsel shall be compensated solely from the contingency fee as provided for above.

We will determine whether Client's claims can be reasonably proven in court. Client agrees to fully cooperate with Us and to be completely candid about the facts and circumstances surrounding Client's injury/damages. If at any time We determine that Client's case cannot be continued in good faith, or that it is not feasible or practicable to prosecute Client's case, We reserve the right to withdraw from further representation.

You understand and agree that We may contact you at any phone number (including mobile, cellular/wireless, or similar devices) or email address you provide at any time, for any lawful purpose. The ways in which We may contact you include live operator, automatic telephone dialing systems (auto-dialer), prerecorded messages, text messaging systems or email. Phone numbers and email addresses you provide include those you gave to Us and those from which you contact Us or which We may obtain through other means. You also understand and agree that We may monitor and/or record any of your phone conversations with Us or Our representative.

By executing this Agreement you agree that, with one exception, any and all disputes between you and Us arising out of this Agreement, Our relationship with you or Our performance of any past, current or future legal services, whether those services are subject of this particular Agreement or otherwise, will be resolved through a binding arbitration proceeding to be conducted under the auspices of the Commercial Arbitration Rules of the American Arbitration Association in Los Angeles, California. The disputes subject to binding arbitration will include without limitation, disputes regarding attorneys' fees or costs, and those alleging negligence, malpractice, breach of fiduciary duty, fraud or any claim based upon a statute. Both the agreement of the parties to arbitrate all disputes and the results and awards rendered through the arbitration will be final and binding on you and Us and may be specifically enforced by legal proceedings. Arbitration will be the sole means of resolving such disputes, and both parties waive their rights to resolve disputes by court proceedings or any other means. The parties have agreed that judgment may be entered on the award of any court of competent jurisdiction in the state of California and, therefore, any award rendered shall be binding. The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. The one exception to your agreement to arbitrate concerns ethical grievances which you may have. Nothing in this agreement limits, in any way, your right to pursue any ethical grievance against Us as permitted by applicable law.

You understand that by agreeing to arbitration as a mechanism to resolve all potential controversies, disputes, or claims between us, you are waiving certain rights, including the right to bring an action in court, the right to a jury trial, the right to broad discovery, and the right to an appeal. You understand that in the context of arbitration, a case is decided by

an arbitrator (one or more), not by a judge or a jury. You agree that, in the event of such controversy, dispute, or claim between us, the prevailing party will be entitled to recover from the losing party all costs and expenses he, she, or it incurs in bringing and prosecuting, or defending, the arbitration, including reasonable attorneys' fees and costs.

NOTICE: This Agreement contains provisions requiring arbitration of fee disputes. Before you sign this Agreement you should consult with another lawyer about the advisability of making an agreement with mandatory arbitration requirements. Arbitration proceedings are ways to resolve disputes without use of the court system. By entering into agreements that require arbitration, you give up (waive) your right to go to court to resolve those disputes by a judge or jury. These are important rights that should not be given up without careful consideration.

If any term of this Agreement is to any extent invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms shall remain in full force and effect and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

Each party may sign a separate counterpart of this Agreement. All such counterparts, taken together, will constitute one and the same instrument.

11/23/2023	
Date	Client (Signature)
11/23/2023	
Date	Morgan & Morgan Complex Litigation Group
11/23/2023	
Date	Boies Schiller Flexner LLP