

**CIRCUIT COURT FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF MCDONOUGH, STATE OF ILLINOIS**

H.K. and J.C., through their father and legal guardian CLINTON FARWELL, AND M.W. through her mother and legal guardian ELIZABETH WHITEHEAD, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

GOOGLE LLC,

Defendant.

Case No. 2020LL00017

Judge. Hon. Heidi A. Benson

**PLAINTIFFS' STATUS REPORT RE
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

In advance of the Case Management Conference set for May 14, 2025, Plaintiffs submit this status report to update the Court on this matter since the preliminary approval hearing and the Court's order appointing Emily Sutton as Guardian ad Litem in December 2024. Since that appointment, the Parties met and conferred with the Guardian ad Litem, supplied her with information concerning the proposed class settlement in this action, answered her questions, and worked together to prepare an amendment and revised exhibits to the Settlement Agreement which respond to the Guardian ad Litem's input. The Guardian ad Litem reviewed these materials and responded to the parties that she is satisfied with these changes and she intends to file a report with the Court supporting approval of the Settlement, as modified.

In anticipation of the Guardian ad Litem's report, Plaintiffs submit with this status report:

- A. The fully executed Amendment to the Class Action Settlement Agreement;
- B. Revised Exhibit 1 – Claim Form;
- C. Revised Exhibit 2 – Proposed Final Order and Judgment;
- D. Revised Exhibit 3 – Long Form Notice;
- E. Revised Exhibit 4 – Proposed Preliminary Approval Order
- F. Revised Exhibit 5 – Publication Notice
- G. Revised Exhibit 6 – Summary Email Notice

These amendments respond to the Guardian ad Litem's input by (a) clarifying the Claim Form and Notice documents to clarify for Class Members and parents or guardians of minor Class Members how payments for minor's claims will be distributed and how they should be used solely for the benefit of such minors; and (b) updating the proposed orders to account for the amendment of the Settlement Agreement and preliminary approval of the Settlement in 2025 rather than in 2024.

Accordingly, Plaintiffs respectfully request that, at or following the May 14 Case Management Conference, the Court preliminarily approve the proposed Settlement; provisionally certify the Settlement Class; approve the Notice Plan; and schedule a Final Approval Hearing.

Plaintiffs look forward to appearing before the Court on May 14 and answering any questions the Court may have at that time.

Dated: May 13, 2025

Respectfully submitted,

By: /s/ Robert Ahdoot

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Attorneys for Plaintiffs

Exhibit A

AMENDMENT TO THE CLASS ACTION SETTLEMENT AGREEMENT

This amendment (“Amendment”) to the Class Action Settlement Agreement (“Settlement Agreement” or “SA”), in the matter entitled *H.K. et al. v. Google LLC*, Case No. CC 20LL00017, entered on or about June 14, 2024, and filed with the Court on October 25, 2024, is entered into by and between Plaintiffs H.K. and J.C., through their father and legal Guardian Clinton Farwell, and M.W., through her mother and legal guardian, Elizabeth Whitehead, individually, and in their representative capacity on behalf of all others similarly situated, on the one hand, and Google, LLC, on the other hand, to effect the settlement set forth therein, subject to Court approval. Unless defined herein, capitalized words or phrases shall have the same meaning as ascribed to them in the Settlement Agreement.

WHEREAS the Parties wish to amend the Settlement Agreement as provided below:

NOW, THEREFORE, the Plaintiffs (for themselves and the Settlement Class Members) and Defendant, by and through undersigned attorneys of record who are duly authorized to enter, into this Amendment on behalf of their respective clients, hereby agree to amend and replace the following Settlement Agreement Exhibits, as follows:

1. Exhibit 1: Claim Form (SA ¶ 1.7): The Claim Form attached as Exhibit 1 to the Settlement Agreement is amended and replaced by the Claim Form attached as Exhibit 1 hereto.
2. Exhibit 2: Final Order and Judgment (SA ¶ 1.20): The Final Order and Judgment attached as Exhibit 2 to the Settlement Agreement is amended and replaced by the Final Order and Judgment attached as Exhibit 2 hereto.
3. Exhibit 3: Long Form Notice (SA ¶ 1.23): The Long Form Notice attached as Exhibit 3 to the Settlement Agreement is amended and replaced by the Long Form Notice attached as Exhibit 3 hereto.
4. Exhibit 4: Preliminary Approval Order (SA ¶ 1.29): The Preliminary Approval Order attached as Exhibit 4 to the Settlement Agreement is amended and replaced by the Preliminary Approval Order attached as Exhibit 4 hereto.
5. Exhibit 5: Publication Notice (SA ¶1.30): The Publication Notice attached as Exhibit 5 to the Settlement Agreement is amended and replaced by the Publication Notice attached as Exhibit 5 hereto.
6. Exhibit 6: Summary Notice (SA ¶1.42): The Summary Notice attached as Exhibit 6 to the Settlement Agreement is amended and replaced by the Summary Notice attached as Exhibit 6 hereto.

IN WITNESS WHEREOF, the Parties, and their respective Counsel of record, have so **AGREED**:

PLAINTIFFS' COUNSEL:


Dated: May 9, 2025

AHDOOT & WOLFSON, PC

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*Attorneys for the Class Representatives and the
Settlement Class*

DEFENDANT'S COUNSEL:

Dated: May ___, 2025

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Attorneys for Google LLC

Dated: May __, 2025

HEDIN HALL LLP


By: _____
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*Attorneys for the Class Representatives and the
Settlement Class*

DEFENDANT'S COUNSEL:

Dated: May 13, 2025

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Attorneys for Google LLC

Exhibit B

GOOGLE EDUCATION BIPA CLASS ACTION SETTLEMENT

H.K. et al. v. Google LLC, Case No. CC 20LL00017

Circuit Court of McDonough County, Illinois

CLAIM FORM

**TO RECEIVE A PAYMENT FROM THIS SETTLEMENT,
YOU MUST COMPLETE THIS CLAIM FORM AND SUBMIT IT
BY [CLAIMS DEADLINE].**

*This Settlement is open only to certain eligible Illinois residents who, while they were enrolled in a school in the State of Illinois, at any time between March 26, 2015 and [Date of Preliminary Approval], had a voice model or face model created or had the Voice Match or Face Match feature enabled in their Google Workspace for Education or G Suite for Education (together, “GWFE”) account.

IMPORTANT NOTE: You must fully complete and submit this Claim Form by [CLAIMS DEADLINE] to receive payment. To complete this Claim Form, truthfully provide the requested information in Steps 1 and 2; select a payment method in Step 3; sign the certification in Step 4; and submit the Claim Form using one of the methods stated in Step 5 (you can submit this Claim Form online at www.GoogleEducationBIPASettlement.com or by U.S. Mail). **This Claim Form must be completed by an adult of 18 years or older. Parents or guardians may submit claims on behalf of minors. Payment for a minor’s claim will be made to the parent or guardian who completes the Claim Form. Such payment must be used solely for the benefit of the minor.**

Each Class Member is entitled to submit only one claim. Duplicate claims will be rejected. If you (if you are now an adult) or your parent or guardian (if you are a minor) timely submit a valid Claim Form, you will be entitled to receive a payment representing a *pro rata* share of the Net Settlement Fund (the actual cash amount an individual will receive will depend on the number of valid claims submitted) as set forth in Section 3.3.a of the Settlement Agreement available at www.GoogleEducationBIPASettlement.com.

It is important that all of the information you provide in this Claim Form is true, accurate, and complete. You may be required to provide documentation to the Settlement Administrator supporting the answers you have provided. Submitting false information will render your Claim Form invalid. Please note that all information provided on the Claim Form will not be used for any purpose other than for this Settlement.

STEP 1 – CLAIMANT INFORMATION

Please provide your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this Claim Form. If you are a minor, this Claim Form must be completed by your parent or guardian.

[illegible][illegible]

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[illegible][illegible]

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[illegible]

STEP 2 – CLASS MEMBER DETAILS

STEP 2 – CLASS MEMBER DETAILS

- (a) You were an Illinois resident;
- (b) You were enrolled in a school in Illinois; and
- (c) You had a voice model or face model created or had the Voice Match or Face Match feature enabled in your Google Workspace for Education or G Suite for Education (“GWFE”) account.

A. In the spaces below, please provide the requested information regarding at least one educational institution in which you enrolled and used GWFE during the class period (between March 26, 2015 and [Date of Preliminary Approval]):

Name of School

Associated School District

Dates of Enrollment

Email Address Associated with your GWFE Account (Optional)

Mailing Address: Street Address/P.O. Box (include Apartment/Suite/Floor Number)

City

State

Zip Code

Note: Please note that the Settlement Administrator may request that you provide additional documentation in order to verify your Claim. Such documentation could include: proof of

identity documentation (such as government-issued identification documents, utility bills, etc.) or proof of enrollment documentation (such as a student identification card, a transcript or course list showing the courses you enrolled in, etc.)

STEP 3 – SELECT PAYMENT METHOD

Select the appropriate box indicating how you would like to receive your payment and provide the requested information. If you are a parent or guardian completing this Claim Form for a minor, use a payment method associated with yourself:

 Venmo

[illegible]

Venmo Account Email Address or Phone Number

 Zelle

[illegible]

Zelle Account Email Address or Phone Number

[illegible]

PayPal Account Email Address or Phone Number

Prepaid Digital MasterCard

[illegible]

Current Email Address

☐ **Check:** If you prefer to receive your payment *via* check, please provide your mailing address below (if different from the address provided in Step 1).

[illegible]

[illegible]

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P.O. Box

Exhibit C

**CIRCUIT COURT FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF MCDONOUGH, STATE OF ILLINOIS**

H.K. and J.C., through their father and legal guardian CLINTON FARWELL, and M.W., through her mother and legal guardian ELIZABETH WHITEHEAD, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

GOOGLE LLC,

Defendant.

Case No. 2020LL00017

Judge: Hon. Heidi A. Benson

**ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT,
AWARDING ATTORNEYS' FEES AND SERVICE PAYMENTS
AND ENTERING FINAL JUDGMENT**

This matter coming before the Court on _____, 2025, on the Motion for Entry of Final Judgment and Final Approval of Settlement (the "Motion"), the Court having reviewed and considered the Motion, the Class Action Settlement Agreement ("Settlement Agreement") between Plaintiffs H.K. and J.C., minor children, by and through their father and legal guardian Clinton Farwell, and M.W., a minor child, by and through her mother and legal guardian Elizabeth Whitehead ("Plaintiffs"), individually and on behalf of the Settlement Class¹, by and through Class Counsel, and Defendant Google LLC ("Defendant" or "Google"), including all exhibits and attachments to the Motion, the Settlement Agreement, and the Motion for Attorneys' Fees and

¹ Capitalized terms used in this Order that are not otherwise defined herein have the meaning assigned to them in the Settlement Agreement.

Expenses and for Service Payments, and having conducted the Final Approval Hearing, and being cognizant of all other prior proceedings in this Action,

IT IS HEREBY ORDERED as follows:

1. This Court has jurisdiction over the subject matter of this Action and over all claims raised therein and all parties thereto, including the Class.

2. Pursuant to 735 ILCS 5/2-806, the Court grants final approval of the Settlement Agreement and finds that the Settlement is fair to the Class and was the result of arm's length negotiations between the Class, through Class Counsel, and Defendant's Counsel. The Court concludes that the Settlement Agreement is fair, reasonable, and adequate and in the best interest of the Settlement Class.

FINAL CERTIFICATION OF SETTLEMENT CLASS

3. Pursuant to Illinois Code of Civil Procedure 735 ILCS 5/2-801, the Court hereby certifies the following Settlement Class:

All Illinois residents who, while they were enrolled in a school in the State of Illinois, at any time between March 26, 2015 and the date of Preliminary Approval, had a voice model or face model created or had the Voice Match or Face Match feature enabled in their Google Workspace for Education or G Suite for Education (together, "GWFE") account. Excluded from the Class are: (a) any judge, magistrate, or mediator presiding over the Action and members of their families; (b) Defendant, Defendant's subsidiaries, parent companies, successors, predecessors, and any entity in which Defendant or its parents have a controlling interest; (c) Class Counsel; and (d) the legal representatives, successors or assigns of any such excluded persons.

4. The Court finds that the Settlement Class satisfies the requirements of the Illinois Code of Civil Procedure 735 ILCS 5/2-801: the Settlement Class is sufficiently numerous; there are questions of law or fact common to the Settlement Class; Plaintiffs' claims are typical of those

of Settlement Class Members; and Plaintiffs and their counsel have and will continue to fairly and adequately protect the interests of the Settlement Class.

5. The Court hereby appoints H.K. and J.C., minor children, by and through their father and legal guardian Clinton Farwell, and M.W., a minor child, by and through her mother and legal guardian Elizabeth Whitehead, as the representatives of the Class, and appoints Robert Ahdoot and Theodore W. Maya of Ahdoot & Wolfson, PC, John C. Carey of Carey Rodriguez, LLP, Scott Bursor of Bursor & Fisher, P.A., and Frank S. Hedin of Hedin Hall LLP as Class Counsel.

NOTICE AND ADMINISTRATION

6. Pursuant to this Court's Order granting preliminary approval of the Settlement, Postlethwaite & Netterville, APAC ("P&N") served as Settlement Administrator. This Court finds that the Settlement Administrator performed all duties thus far required as set forth in the Settlement Agreement.

7. The Court finds that the Settlement Administrator has complied with the approved notice process as confirmed by its Declaration filed with the Court. The Court further finds that the Notice plan set forth in the Settlement as executed by the Settlement Administrator satisfied the requirements of Due Process and 735 ILCS 5/2-803. The Notice plan was reasonably calculated and constituted the best notice practicable to apprise Settlement Class Members of the nature of this litigation, the scope of the Settlement Class, the terms of the Settlement, the right of Settlement Class Members to object to the Settlement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing. Accordingly, the Court finds and concludes that the Settlement Class Members have been provided the best notice practicable under

the circumstances, and that the Notice plan was clearly designed to advise the Settlement Class Members of their rights.

EXCLUSIONS AND OBJECTIONS

8. The Settlement Administrator has certified, and the Court hereby finds, that no timely or otherwise valid objections to the Settlement Agreement or to Plaintiffs' Motion for Attorneys' Fees and Expenses and for Service Payments were submitted. Furthermore, the Settlement Administrator has certified, and this Court hereby finds, that _____ valid or timely exclusions were submitted. All persons who have not made their objections to the Settlement in the time period and manner provided in the Settlement Agreement are deemed to have waived any objections by appeal, collateral attack, or otherwise.

FINAL APPROVAL OF THE CLASS ACTION SETTLEMENT

9. The Court finds that the Action satisfies the applicable prerequisites for class action treatment under the Illinois Code of Civil Procedure, 735 ILCS 5/2-801. The Court finds that the settlement of the Action, on the terms and conditions set forth in the Settlement Agreement, is in all respects fundamentally fair, reasonable, adequate, and in the best interests of the Class Members, especially in light of the benefits to the Class Members, the relative strength of Plaintiffs' claims, the defenses raised by the Defendant, the complexity, expense and probable duration of further litigation, the risk and delay inherent in possible appeals, and the risk of collecting any judgment obtained on behalf of the Class. In the Preliminary Approval Order, the Court found that the Settlement Agreement appeared to be fair, reasonable, and adequate and fell within the appropriate range of possible approval. Essentially, the Settlement provides for each member of the Settlement Class, as that term is defined in the Settlement Agreement, to receive from the Defendant benefits described in the Settlement Agreement. The Settlement Agreement

provides these benefits to the Settlement Class even though the Defendant has at all times disputed, and continues to dispute, Plaintiffs' allegations in this lawsuit, including that it captures or collects biometric identifiers or biometric information, and denies any liability for any of the claims that have been or could have been alleged by Plaintiffs or other members of the Settlement Class.

CLASS COUNSEL'S FEES AND EXPENSES AND SERVICE PAYMENTS

10. The Court hereby awards a Service Payment of \$5,000.00 each to Plaintiffs H.K. and J.C., through their father and legal Guardian Clinton Farwell, and M.W., through her mother and legal guardian, Elizabeth Whitehead in compensation for the time, effort, and risk they undertook as representatives of the Class. These awards shall be paid within the time period and manner as set forth in the Settlement Agreement.

11. The Court hereby grants Plaintiffs' Motion for Attorneys' Fees and Expenses and for Payments. Class Counsel is hereby awarded \$_____ in reasonable attorneys' fees, and \$_____ in reasonable costs incurred in litigating this Action, in the manner specified in the Settlement Agreement. Class Counsel's Fees and Expenses shall be paid within the time period and manner as set forth in the Settlement Agreement.

RELEASE OF CLAIMS

12. This Final Judgment hereby incorporates and gives full effect to the Release set forth in the Settlement Agreement. By virtue of this Final Judgment, all members of the Class who did not validly and timely submit Requests for Exclusion in the manner provided in the Settlement Agreement shall, by operation of this Final Judgment, have fully, finally, and forever released, relinquished and discharged all Released Claims against the Released Parties, and each of them, as set forth in Sections 1.32 and 1.33 of the Settlement Agreement. Furthermore, all Class

Members who did not validly and timely submit exclusions in the manner provided in the Settlement Agreement are hereby permanently barred and enjoined from (1) filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in, any lawsuit or other action in any jurisdiction based on the Released Claims or the Prospective Relief set forth in Section 3.1 of the Settlement Agreement, or conducting or continuing, either directly or in any other capacity, either individually or as a class, any action or proceeding in any court, agency, arbitration, tribunal or jurisdiction, asserting any claims released pursuant to the Settlement Agreement, or seeking an award of fees and costs of any kind or nature whatsoever and pursuant to any authority or theory whatsoever, relating to or arising from the Action and/or as a result of or in addition to those provided by the Settlement Agreement; and (2) organizing Settlement Class Members who have or have not excluded themselves from the Settlement Class into a separate class for purposes of pursuing as a purported class action any lawsuit or arbitration or other proceeding (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action) based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation and/or the Released Claims, except that Settlement Class Members are not precluded from participating in any investigation or suit initiated by a state or federal agency. Any Person who knowingly violates such injunction shall pay the attorneys' fees and costs incurred by Defendant and/or any other Released Persons and Class Counsel as a result of the violation.

AMENDMENTS AND MODIFICATIONS

13. Class Counsel and Defendant are hereby authorized, without further approval from the Court, to agree to and adopt such amendments and modifications of the Settlement and its implementing documents (including all Exhibits to the Settlement Agreement) that they deem appropriate, provided that such amendments or modifications (1) shall be consistent in all material respects with this Final Judgment, and (2) do not limit the rights of Settlement Class Members.

PRECLUSIVE EFFECT

14. The Settlement Agreement and this Final Judgment are binding on and shall have *res judicata* and preclusive effect in all pending and future lawsuits or other proceedings encompassed by the Release maintained by or on behalf of Plaintiffs and the Settlement Class Members, and their respective present or past heirs, executors, estates, administrators, trustees, assigns, agents, consultants, independent contractors, insurers, attorneys, accountants, financial and other advisors, investment bankers, underwriters, lenders, and any other representatives of any of these persons and entities.

INCORPORATION OF SETTLEMENT AGREEMENT INTO FINAL JUDGMENT

15. The provisions of the Settlement Agreement and the relief provided to the Settlement Class therein are hereby fully incorporated into this Final Judgment.

ENTRY OF FINAL JUDGMENT

16. Finding that there is no just reason for delay, the Court orders that this Order for Final Approval of Class Action Settlement, Awarding Attorneys' Fees and Expenses, Service Payments and Entry of Final Judgment shall constitute a final judgment. The Clerk of the Court is directed to enter this Order on the docket forthwith. The above-captioned action is hereby

dismissed in its entirety *with prejudice*. Without affecting the finality of the Judgment hereby entered, the Court reserves jurisdiction over the implementation of the Settlement Agreement, including enforcement and administration of the Settlement Agreement and this Final Judgment.

IT IS SO ORDERED.

DATED: _____

CIRCUIT COURT JUDGE

Exhibit D

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

H.K. et al. v. Google LLC, Case No. CC 20LL00017

Circuit Court of McDonough County, Illinois

If, At Any Time Between March 26, 2015 And [Date Of Preliminary Approval], You Had A “Google Workspace For Education” Or “G Suite For Education Account” While Enrolled In A School In The State Of Illinois, You May Be Entitled To Get A Payment From A Class Action Settlement.

*An Illinois State Court has authorized this Notice. This is not a solicitation from a lawyer.
Please read this Notice carefully and completely.*

THIS NOTICE OF A CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.

- A Settlement has been reached in a class action lawsuit against Google LLC (“Defendant” or “Google”), which alleges that Google violated Illinois law by collecting and storing biometric data of certain individuals who were enrolled in schools located in Illinois, through its Google Workspace for Education or G Suite for Education (together, “GWFE”) platform, without proper notice and consent.
- Google denies all allegations against it, denies that it collected, captured, or stored biometric data without proper notice and consent, denies that it violated Illinois law or any other law, denies that it bears any liability whatsoever, and denies that anyone has sustained any damages or injuries due to these allegations.
- The Court has not decided who is right or wrong. Instead, both sides have agreed to a Settlement to resolve the dispute without further litigation risk and expense. For more information, please visit www.GoogleEducationBIPASettlement.com or call toll-free 1-888-888-8888.
- You are a Class Member and are affected by this Settlement if at any time between March 26, 2015 and [DATE OF PRELIMINARY APPROVAL], you, were a resident of Illinois and had a voice model or face model created or had the Voice Match or Face Match feature enabled in your GWFE account while enrolled in a school located in the State of Illinois.
- The \$8,750,000 Settlement Fund that Google has agreed to pay will be divided equally (i.e. *pro rata*), among all Class Members who file a valid claim, after Court-approved deductions from the Settlement Fund for taxes on interest accrued from the Settlement Fund, notice and settlement administration expenses, attorneys’ fees and expenses awarded by the Court, and Court-approved service payments to the Class Representatives.
- In order to receive a payment from the Settlement Fund you must submit a Claim as further described below. While Class Counsel estimate that the amount of each valid claim will be between approximately \$30 and \$100, the actual cash amount an individual will receive could be less than or greater than that estimated amount, and will depend on the final amount of the Court-approved deductions from the Settlement Fund and the total number of valid claims submitted by Class Members before the Claims Deadline of Month Day, Year.
- Your legal rights will be affected whether you act or do not act. Please read this entire Notice carefully.

This Settlement affects your legal rights even if you do nothing.

Questions? Go to www.GoogleEducationBIPASettlement.com or call 1-888-888-8888.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
<p>SUBMIT A CLAIM FORM:</p> <p>DEADLINE: Month Day, Year</p>	<p>The only way to get a payment is by submitting a Claim. If you submit a Claim, you will give up the right to sue Google or any Released Parties in a separate lawsuit about the claims released by the Settlement, including the claims made in this case. You must submit a Claim by [CLAIMS DEADLINE].</p> <p>You may submit a Claim through the Settlement Website (www.GoogleEducationBIPASettlement.com) or by downloading a Claim Form from the Settlement Website and submitting it via US Mail. You may also request that a Claim Form be mailed to you by calling 888-888-8888.</p> <p>The Claim Form must be completed by an adult of 18 years or older. Parents or guardians may submit claims on behalf of minors. For more information see Question 10 below.</p>
<p>EXCLUDE YOURSELF FROM THIS SETTLEMENT</p> <p>DEADLINE: Month Day, Year</p>	<p>You may exclude yourself from (or “opt out” of) the Settlement. If you do so, you will not receive any payment, but you will keep any rights to pursue your own lawsuit against Google or any of the Released Parties (described below) for the claims made in this case and released by this Settlement. Parents or guardians may opt out on behalf of minors.</p> <p>To exclude yourself or your minor child, you must submit a request to be excluded by [OPT-OUT DEADLINE]. For more information see Question 17 below.</p>
<p>OBJECT TO OR COMMENT ON THE SETTLEMENT</p> <p>DEADLINE: Month Day, Year</p>	<p>You may object to the Settlement by: (i) filing an objection with the Clerk of Court; (ii) filing all copies of papers in support of said objection that you propose to submit at the Final Approval Hearing with the Clerk of Court; and (iii) sending copies of such papers via United States mail, hand delivery, or overnight delivery to Class Counsel and Defendant’s Counsel. A copy of the objection must also be mailed to the Settlement Administrator. If you object to the Settlement and the Settlement is nonetheless approved, you will give up the right to sue Google or any Released Parties in a separate lawsuit about the claims made in this case and released by the Settlement. Parents or guardians may object on behalf of minors.</p> <p>If you choose to object, you must do so by [OBJECTION DEADLINE]. For more information see Question 20 below.</p>
<p>GO TO THE “FINAL APPROVAL” HEARING</p> <p>DATE: Month Day, Year</p>	<p>You may attend the Final Approval Hearing where the Court may hear arguments concerning the approval of the Settlement. This hearing may be held remotely via Zoom, in which case the link will be posted on the Settlement Website. If you wish to speak at the Final Approval Hearing, you must make a request to do so in your written objection and identify any</p>

Questions? Go to www.GoogleEducationBIPASettlement.com or call **1-888-888-8888**.

This Settlement affects your legal rights even if you do nothing.

	witnesses you may call to testify at the Final Approval Hearing, as well as all exhibits you intend to introduce into evidence at the Final Approval Hearing, which must also be attached to, or included with, the written objection. You are <u>not</u> required to attend the Final Approval Hearing. For more information see Question 22 below.
DO NOTHING	You will not receive a payment, and you will give up the right to sue Google or any Released Parties in a separate lawsuit about the claims made in this case and released by the Settlement.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. No Settlement benefits or payments will be provided unless the Court approves the Settlement and it becomes final.

***IMPORTANT NOTE:** The dates and deadlines may be changed without further notice, so please check the Settlement Website, www.GoogleEducationBIPASettlement.com, or the Court's website or records to confirm that the dates have not been changed.

**SETTLEMENT ADMINISTRATOR TO INSERT TABLE OF CONTENTS PRIOR TO
DISSEMINATION**

Questions? Go to www.GoogleEducationBIPASettlement.com or call **1-888-888-8888**.
This Settlement affects your legal rights even if you do nothing.

BASIC INFORMATION

1. Why did I get this Notice?

The Court authorized this Notice because you have a right to know about the proposed Settlement of the claims against Google in this class action lawsuit, and about your options before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and after any appeals are resolved, the Settlement Administrator will make the payments that the Settlement allows. If the Court approves the Settlement, and after any appeals are resolved, you will be bound by the Judgment and terms of the Settlement, unless you timely exclude yourself from (or “opt out” of) the Settlement.

This Notice explains the Action, the Settlement, your legal rights and options, and the deadlines for you to exercise your rights. To obtain more information about the Settlement, and to access key documents including the Settlement Agreement (which defines certain capitalized terms used in this Notice and is available at www.GoogleEducationBIPASettlement.com), see Question 26 below.

2. Why is this a class action?

In a class action, one or more people called the “Class Representatives” sue on behalf of all other people who have similar claims. Together all of these other people are called a “Class” or “Class Members.” One court resolves the issues for all Class Members, except for those Class Members who exclude themselves from the Class, as explained in Question 17 below.

3. What is this lawsuit about?

This class action case is called *H.K. et al. v. Google LLC*, Case No. CC 20LL00017, pending in the Circuit Court for the Ninth Judicial District, County of McDonough, State of Illinois (the case is referred to in this notice as the “Action”). The Honorable Heidi A. Benson of the Ninth Judicial Circuit Court of McDonough County, Illinois is presiding over the Action.

The people who filed this lawsuit are called the “Plaintiffs” or “Class Representatives” and the company they sued, Google LLC, is called the “Defendant.” The Class Representatives in the Action are H.K. and J.C., through their father and legal Guardian Clinton Farwell, and M.W., through her mother and legal guardian, Elizabeth Whitehead.

The Illinois Biometric Information Privacy Act, 740 ILCS 14/1, *et seq.* (“BIPA”), prohibits private companies from collecting or obtaining a person’s biometric identifiers and/or biometric information (collectively, “biometrics”), such as a scan of face geometry, without first providing such individual with certain written disclosures and obtaining written consent. BIPA also requires that private companies that possess biometrics develop a publicly available retention schedule.

The Plaintiffs claim that Google violated BIPA by obtaining, collecting, and storing the biometrics of Class Members through its GWFE platform, without the requisite informed written consent of Class Members of majority age, or the parents or legal guardians of minor Class Members. Google

Questions? Go to www.GoogleEducationBIPASettlement.com or call 1-888-888-8888.

This Settlement affects your legal rights even if you do nothing.

denies all claims made in the action and any wrongdoing whatsoever, including that it collected or stored biometrics without proper notice and consent, and denies that it violated Illinois law or any other law. By entering into the Settlement, Google is not admitting that it did anything wrong.

The issuance of this Notice is not an expression of the Court's opinion on the merit or the lack of merit of any of Plaintiffs' claims or Google's defenses in the Action. The Court has not decided who is right or wrong. Instead, both sides have agreed to a settlement to avoid the risk and cost of further litigation.

For information about what has happened in the lawsuit to date, you can access the Settlement Agreement and other case documents at www.GoogleEducationBIPASettlement.com. Please also see Question 26 below for additional information about accessing case documents.

4. Why is there a Settlement?

The Plaintiffs and Google do not agree about the claims made in this Action. The Action has not gone to trial and the Court has not decided in favor of the Plaintiffs or Google. Instead, the Plaintiffs and Google have agreed to settle the Action. That way, both sides avoid the cost and risks of trial, and Class Members will get Settlement benefits now rather than years from now, if at all. The Plaintiffs and the attorneys for the Class ("Class Counsel") believe the Settlement is best for all Class Members because of the risks and uncertainty associated with continued litigation and the nature of the defenses raised by Google.

WHO IS INCLUDED IN THE SETTLEMENT?

5. How do I know if I am part of the Settlement?

The Court has decided that you are a Class Member in this Settlement if, at any time between March 26, 2015 and **[DATE OF PRELIMINARY APPROVAL]**, you had a voice model or face model created or had the Voice Match or Face Match feature enabled in your GWFEE account while enrolled in a school in the State of Illinois.

If you fit this description, you may submit a Claim or Claim Form.

6. Are there exceptions to being included in the Settlement?

Yes, the Settlement does not include: (a) any judge, magistrate, or mediator presiding over the Action and members of their families; (b) Defendant, Defendant's subsidiaries, parent companies, successors, predecessors, and any entity in which Defendant or its parents have a controlling interest; (c) Class Counsel; and (d) the legal representatives, successors or assigns of any such excluded persons.

Questions? Go to www.GoogleEducationBIPASettlement.com or call **1-888-888-8888.**

This Settlement affects your legal rights even if you do nothing.

7. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are a Class Member, you may go to the Settlement website at www.GoogleEducationBIPASettlement.com, email the Settlement Administrator at info@redacted.com, or call the Settlement Administrator's toll-free number at 1-888-888-8888.

THE SETTLEMENT BENEFITS

8. What does the Settlement provide to Class Members?

The Settlement provides monetary payments to Class Members who submit a valid Claim or Claim Form on or before **Month Day, Year** (see Question 10 below on how to submit a Claim Form). Without admitting liability, Google has also agreed to take certain actions, to the extent it is not already doing so, that will benefit Illinois GWFE users, the details of which you can review in the Settlement Agreement at Section 3, available at www.GoogleEducationBIPASettlement.com.

If the Court approves the Settlement, Google will pay \$8,750,000 to create a Settlement Fund. The money remaining in the Settlement Fund after (i) adding accrued interest and (ii) paying settlement administration and notice costs, any taxes owed as a result of interest accrued on the Settlement Fund, the award of attorneys' fees and expenses to Class Counsel by the Court ("Fee and Expense Award"), and any Service Payments to the Class Representatives ordered by the Court, is called the "Net Settlement Fund." The Net Settlement Fund will be distributed to Class Members who submit a valid Claim Form on or before **Month Day, Year**.

9. How much will my payment be?

If you are a member of the Class, you may submit a Claim Form to receive a *pro rata* portion of the Net Settlement Fund. The amount paid to each Class Member who submits a valid Claim, however, will depend on (i) the total number of valid Claims submitted, (ii) the total costs of administering the Settlement and providing notice to the Class Members, (iii) the amount of accrued interest and taxes owed as a result, (iii) the amount of any Fee and Expense Award, and (iv) the total amount of any Service Payments to Plaintiffs approved by the Court.

No one knows in advance how much each valid claim payment will be until the deadline for submitting claims passes and the Court awards the Fee and Expense Award and Service Payments. Each Class Member who submits a valid Claim will receive an equal proportionate share of the Net Settlement Fund. Class Counsel estimate, based on their experience in prior similar matters, that the amount of each valid claim will be between approximately \$30.00 and \$100.00; however, the actual cash amount an individual will receive could be less than or greater than that estimated amount.

Questions? Go to www.GoogleEducationBIPASettlement.com or call 1-888-888-8888.

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10. How can I get a payment?

To make a Claim and receive a payment, you must complete and submit a Claim Form online at www.GoogleEducationBIPASettlement.com by **Month Day, Year**, or by mail postmarked by **Month Day, Year**. You may download the Claim Form from www.GoogleEducationBIPASettlement.com or call 888-888-8888 to request a copy.

Read the instructions on the Claim Form carefully.

Claim Forms must be completed by an adult of 18 years or older. Parents or guardians may submit Claims on behalf of minors. If you are a minor, the Claim Form must be completed by your parent or guardian.

A Claim can be filed quickly and easily at www.GoogleEducationBIPASettlement.com, but if you wish to mail in the Claim Form, you may download a copy at www.GoogleEducationBIPASettlement.com or call toll-free **1-888-888-8888** and request a Claim Form be sent to you. If you plan to mail in a Claim Form, then please type or legibly print all requested information in blue or black ink. Mail your completed Claim Form, including any supporting documentation (if applicable), by U.S. Mail to the following address:

*Google Education BIPA Settlement Administrator
P.O. Box **XXXX**
Baton Rouge, LA 70821*

If you have any questions regarding the process to submit your Claim Form, you may obtain assistance by calling toll-free **1-888-888-8888**, emailing the Settlement Administrator at info@XXXX.com, or by writing to Settlement Administrator at the above address.

We encourage you to submit your Claim electronically. Not only is submitting online easier and more secure, but it is completely free and takes only minutes. You will also be able to select the option of receiving your payment by check or electronically through Zelle, PayPal, Venmo, digital MasterCard or direct deposit. Please note that all information provided on the Claim Form shall be kept confidential and will not be used for any other purpose other than for this Settlement.

Please note that the Settlement Administrator may request that you provide additional documentation in order to verify your Claim. Such documentation could include: proof of identity documentation (such as government-issued identification documents, utility bills, etc.) or proof of enrollment documentation (such as a student identification card, a transcript or course list showing the courses you enrolled in, etc.).

11. When will I get my payment if I submit an Approved Claim?

If you submit an Approved Claim, you should receive a payment from the Settlement Administrator within 90 days after the Settlement has been finally approved and/or after any appeal process is complete, whichever occurs later. The hearing to consider final approval of the

Questions? Go to www.GoogleEducationBIPASettlement.com or call **1-888-888-8888.**

This Settlement affects your legal rights even if you do nothing.

Settlement is scheduled for **[FINAL APPROVAL DATE]**. Even if the Court approves the Settlement, there may be appeals. It is always uncertain whether and when appeals can be resolved, and resolving them can take time. Please be patient and check www.GoogleEducationBIPASettlement.com for updates. No benefits will be provided until the Court has approved the Settlement and any appeals have been resolved.

12. What happens if my contact information changes after I submit a Claim?

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes using the Contact Information Update form on the Settlement Website, by emailing info@.com, or by writing to:

Google Education BIPA Settlement Administrator
P.O. Box XXXX
Baton Rouge, LA 70821

13. Will the Plaintiffs receive any compensation for their efforts in bringing this Action?

The Plaintiffs will request a Service Payment of up to **\$5,000** (each) for their services as Class Representatives and their efforts in bringing the Action. The Court will make the final decision as to the amount to be paid to the Plaintiffs. The application filed with the Court requesting the Service Payments will be made available on the Settlement Website at www.GoogleEducationBIPASettlement.com at least fourteen (14) days before, **Month Day, Year**, the deadline for you to comment or object to the Settlement.

REMAINING IN THE SETTLEMENT

14. What am I giving up to stay in the Class?

Unless you exclude yourself, you are choosing to remain in the Class. If the Settlement is approved and becomes final, all of the Court's orders will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against Google (and any of the Released Parties as this term is defined in Section 1.33 of the Settlement Agreement) that asserts any (i) Released Claims, or (ii) any claims based on any of the business practices Google adopts pursuant to the Settlement Agreement.

The specific rights you are giving up are called "Released Claims". The Released Claims are described in sections 1.32 and 11.1-11.3 of the Settlement Agreement (available at www.GoogleEducationBIPASettlement.com) and in Exhibit A attached hereto. Specifically, if you are a Class Member, and you do not exclude yourself from the Settlement, and the Settlement becomes final, you will be releasing Google and the other Released Parties from any liability regarding any and all Released Claims. In this case, you will give up your right to be part of any other lawsuit against Google and any of the Released Parties regarding the claims released by the

Questions? Go to www.GoogleEducationBIPASettlement.com or call 1-888-888-8888.
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Settlement Agreement. The Released Parties are described in Section 1.33 of the Settlement Agreement and in Exhibit A attached hereto.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

Yes, the Court has appointed Robert Ahdoot and Theodore W. Maya of Ahdoot & Wolfson, PC, John C. Carey of Carey Rodriguez, LLP, Scott Bursor of Bursor & Fisher, P.A., and Frank S. Hedin of Hedin Hall LLP as Class Counsel to represent you and the Class for the purposes of this Settlement. You may contact Class Counsel via email at info@bipasettlement.com or by leaving a message at 1-888-888-8888.

You do not need to hire a lawyer because Class Counsel is working on your behalf.

You may, however, hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you in this Action. Also, if you wish to pursue your own lawsuit separate from this one, or if you exclude yourself from the Settlement, these lawyers will no longer represent you and you will need to hire your own lawyer.

16. How will the lawyers be paid?

Pursuant to the Settlement Agreement, Class Counsel will file a motion asking the Court to award them attorneys' fees not to exceed 40% of the Settlement Fund, plus reasonable costs and expenses incurred by Class Counsel. The Court will make the final decision as to the amounts to be paid to Class Counsel. Any amount awarded will be deducted from the Settlement Fund before making payments to Class Members. You will not have to pay any fees or expenses.

Class Counsel's application for attorneys' fees, costs, and expenses, and application for Service Payments will be made available on the Settlement Website at www.GoogleEducationBIPASettlement.com fourteen (14) days before the deadline for you to comment or object to the Settlement.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you are a Class Member, do not want the monetary benefits the Settlement offers, and want to keep any right you may have to sue or continue to sue Google on your own at your own expense based on the claims raised in this Action or released by the Released Claims (see Question 14 above), then you must take steps to get out of the Settlement. This is called excluding yourself from – or “opting out” of – the Settlement.

17. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must submit a request in writing to exclude yourself from the Settlement. The request must (i) include your name, address, and telephone number; (ii) identify the case name and number, *H.K. et al. v. Google LLC*, Case No. CC 20LL00017; (iii)

Questions? Go to www.GoogleEducationBIPASettlement.com or call 1-888-888-8888.

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contain a statement that you wish to be excluded from the Settlement (i.e. a statement to the effect that “I hereby request to be excluded from the proposed Settlement Class in *H.K. et al. v. Google LLC*, Case No. CC 20LL00017”); and (iv) be physically hand-signed by you (or, if you are a minor, by your parent or legal guardian).

You must either mail your request to be excluded from the Settlement Class to the post office box address below, or submit (upload) your request to be excluded through the link on the Settlement Website, or email your request for exclusion to the following email address established for the purpose of accepting exclusions: exclusions@XXXX.com. To be valid, your request for exclusion must be received by the Settlement Administrator electronically, or if mailed to the address below, postmarked no later than **[OPT-OUT/OBJECTION DEADLINE]**:

Google Education BIPA Settlement Administrator
P.O. Box XXXX
Baton Rouge, LA 70821

You cannot exclude yourself by telephone. And you cannot exclude any other Class Member. Requests made on behalf of more than one Class Member are not allowed, except that parents or guardians may opt out on behalf of all minor children under their guardianship.

18. If I exclude myself, can I still get any of the Settlement benefits?

No. If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You can only receive the monetary benefits provided by the Settlement (as described in this notice) if you do not exclude yourself from the Settlement, and if you submit a claim.

19. If I do not exclude myself, can I sue Google for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Google or any of the Released Parties for the claims made in this case and released by the Settlement (see Question 14 above). You must exclude yourself from this Action to start or continue with your own lawsuit or be part of any other lawsuit against Google or any of the Released Parties. If you have a pending lawsuit, speak to your lawyer in that case immediately.

OBJECT TO OR COMMENT ON THE SETTLEMENT

20. How do I tell the Court that I do not like the Settlement?

If you are a Class Member and have not excluded yourself from the Settlement, you can tell the Court that you do not agree with all or any part of the Settlement. You can give reasons why you think the Court should not approve the Settlement. To object, on or before **[OPT-OUT/OBJECTION DEADLINE]**, you must: (i) file an objection with the Clerk of Court at the address below; (ii) file all copies of papers in support of said objection that you propose to submit at the Final Approval Hearing with the Clerk of Court; and (iii) send copies of such papers via United States mail, hand delivery, or overnight delivery to Class Counsel and Defendant’s Counsel

Questions? Go to www.GoogleEducationBIPASettlement.com or call 1-888-888-8888.
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at the addresses set forth below. A copy of the objection must also be mailed to the Settlement Administrator.

Your objection must (i) include your full name, current address, and telephone number, as well as the name, address and telephone number of all attorneys representing you (if any); (ii) include the case caption, *H.K. et al. v. Google LLC*, Case No. CC 20LL00017; (iii) provide proof that you are in the Settlement Class; (iv) set forth a statement of the legal and factual basis for your objection, including any supporting materials (i.e. all the reasons you are objecting to the Settlement); and (v) include your signature (or, if you are a minor, the signature of your parent or legal guardian). If you are represented by counsel, you must provide the name and telephone number of your counsel in addition to the information set forth in (i)-(v) above. If you intend to appear at the Final Approval Hearing, either with or without counsel, you must state your intention in the written objection, along with the names of any witnesses you may call to testify and all exhibits you intend to introduce into evidence at the Final Approval Hearing, which must also be attached to, or included with, the written objection. If you do not timely make your objection, you will be deemed to have waived all objections.

McDonough County Circuit Clerk One Courthouse Square Macomb, Illinois 61455	Class Counsel c/o G Education BIPA Settlement Administrator P.O. Box _____ _____, _____ cc@_____.com	Counsel for Google c/o G Education BIPA Settlement Administrator P.O. Box _____ _____, _____ cg@_____.com
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21. What is the difference between objecting and requesting exclusion?

Objecting is simply telling the Court you do not like something about the Settlement while remaining in the Settlement Class and being subject to the Settlement. You can object only if you stay in the Settlement Class (that is, do not exclude yourself). Requesting exclusion is telling the Court you do not want to be part of the Settlement Class or the Settlement. If you exclude yourself, you cannot object to the Settlement because it no longer affects you.

THE FINAL APPROVAL HEARING

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

The Court has preliminarily approved the Settlement and will hold a hearing to decide whether to give final approval to the Settlement on **[FINAL APPROVAL DATE]** before the Honorable Heidi A. Benson in Courtroom 202 of the McDonough County Courthouse, One Courthouse Square Macomb, Illinois 61455. This hearing is referred to as the Final Approval Hearing. This hearing may be held remotely using the Court's Zoom videoconference link (<https://us06web.zoom.us/j/3098362777>) at the Court's discretion. Check the settlement website for updates. If this is the case, instructions on how to join the video conference for the Final

Questions? Go to www.GoogleEducationBIPASettlement.com or call 1-888-888-8888.
This Settlement affects your legal rights even if you do nothing.

Approval Hearing will be posted at www.GoogleEducationBIPASettlement.com prior to the hearing.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve: the Settlement; Class Counsel's application for attorneys' fees and expenses; and the Service Payments to the Class Representatives. If there are valid objections, the Court will consider them. The Court will also listen to people who have asked to speak at the hearing. The Court will then issue decisions on these issues; we do not know how long those decisions will take.

Please note the date and time of the Final Approval Hearing are subject to change by Court Order. Any changes will be posted at the Settlement Website, www.GoogleEducationBIPASettlement.com.

23. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you submitted your written objection by **Month Day, Year**, in accordance with the instruction in this Notice (see Question 20 above) the Court will consider it. You may also pay your lawyer to attend, but it is not necessary. As long as you mail your written objection on time, the Court will consider it.

24. May I speak at the Final Approval Hearing?

Yes. If you wish to, you may attend and speak at the Final Approval Hearing, whether or not you intend to object to the Settlement. If you, or your attorney, wish to appear and speak at the Final Approval Hearing, you must do the following prior to **[OPT-OUT/OBJECTION DEADLINE]**: (1) mail or hand-deliver to the Court a "Notice of Intention to Appear" in the Action to the address set forth in Question 20, above; (2) provide copies of any exhibits or documents that you intend to present or use at the hearing; (3) provide a list of all witnesses that you intend to call to give evidence at the hearing; (4) take all other actions or make additional submissions as may be ordered by the Court; and (5) mail or hand-deliver any notice and any exhibits, lists or documents, to Class Counsel and Counsel for Google at the addresses set forth in Question 20, above.

Your Notice of Intention to Appear must be received at the addresses set forth in Question 20, no later than fourteen (14) days prior to the Final Approval Hearing. Please note that if you do not file a Notice of Intention to Appear, you may still appear at the Final Approval Hearing and request to address the Court.

IF YOU DO NOTHING

25. What happens if I do nothing at all?

If you are a Class Member and do nothing, you will remain a member of the Settlement Class and be bound by the Settlement. Also, as a Class Member, if you do not submit a Claim Form, you will not

Questions? Go to www.GoogleEducationBIPASettlement.com or call **1-888-888-8888.**

This Settlement affects your legal rights even if you do nothing.

receive a Settlement Payment. But, unless you exclude yourself, you will not be able to sue, or continue to sue, Google or any of the Released Parties – as part of any other lawsuit – about the Released Claims, including the same legal claims that are being resolved by this Settlement.

GETTING MORE INFORMATION

26. How do I get more information?

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at info@_____.com, by calling 1-888-888-8888 or by writing to *Google Education BIPA Settlement Administrator*, P.O. Box XXXX, Baton Rouge, LA 70821. In the event of any conflict between this Notice and the Settlement Agreement, the Settlement Agreement shall be binding. Publicly filed documents can also be obtained by visiting the office of the McDonough County Circuit Clerk, McDonough County Courthouse, One Courthouse Square Macomb, Illinois 61455, between 8:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

If you have questions, you may contact Class Counsel at:

Class Counsel
c/o Google Education BIPA Settlement Administrator
P.O. Box XXXX _____
Baton Rouge, LA 70821
cc@_____.com

**PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE.
THE COURT CANNOT ANSWER ANY QUESTIONS.**

**Questions? Go to www.GoogleEducationBIPASettlement.com or call 1-888-888-8888.
This Settlement affects your legal rights even if you do nothing.**

EXHIBIT A

1.32 **“Released Claims”** means any and all claims, liabilities, rights, demands, suits, matters, obligations, damages (including consequential damages), losses or costs, liquidated damages, statutory damages, attorneys’ fees and costs, actions or causes of action, of every kind and description, whether known or unknown (including “Unknown Claims” as defined below), fixed or contingent, accrued or not accrued, matured or not yet matured, asserted or unasserted, suspected or unsuspected, including without limitation those related to unknown and unsuspected injuries as well as unknown and unsuspected consequences of known or suspected injuries, that the Releasing Parties now own or hold, or have owned or held at any time prior to the Effective Date of this Agreement, arising from or related to Plaintiffs’ allegations or the alleged collection, capture, receipt, storage, possession, dissemination, transfer, use, sale, lease, trade, or profit from biometric information, biometric identifiers, or any data derived from Settlement Class Members’ use of Google Workspace for Education or G Suite for Education, including all claims arising from or relating to the subject matter of the Action, and all claims that were brought or could have been brought in the Action.

1.33 **“Released Parties”** means Defendant and its direct and indirect corporate parents, subsidiaries, affiliates, principals, investors, owners, members, controlling shareholders, trustees, estates, heirs, executors, administrators, partners, and joint venturers, along with the officers, directors, shareholders, employees, attorneys, representatives, agents, contractors, insurers, successors, predecessors, and assigns of such persons or entities.

1.34 **“Releasing Parties”** means Plaintiffs and the Settlement Class Members and their respective present or past heirs, executors, estates, administrators, trustees, assigns, agents, consultants, independent contractors, insurers, attorneys, accountants, financial and other advisors, investment bankers, underwriters, lenders, and any other representatives of any of these persons and entities.

11. RELEASES

11.1 The obligations incurred pursuant to this Agreement shall be a full and final disposition of the Action and any and all Released Claims, as against all Released Parties.

11.2 Upon the Effective Date, the Releasing Parties, and each of them, shall be deemed to have, and by operation of the Final Order and Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties, and each of them.

11.3 Upon the Effective Date, the Releasing Parties covenant and agree that they, and each of them, will forever refrain from asserting, instituting, maintaining, prosecuting, continuing to maintain or prosecute, or threatening or attempting to assert, institute, maintain, or prosecute the Released Claims, in whole or in part, against the Released Parties.

Questions? Go to www.GoogleEducationBIPASettlement.com or call 1-888-888-8888.
This Settlement affects your legal rights even if you do nothing.

Exhibit E

**CIRCUIT COURT FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF MCDONOUGH, STATE OF ILLINOIS**

H.K. and J.C., through their father and legal guardian CLINTON FARWELL, and M.W., through her mother and legal guardian ELIZABETH WHITEHEAD, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

GOOGLE LLC,

Defendant.

Case No. 2020LL00017

Judge: Hon. Heidi A. Benson

**ORDER GRANTING PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

This matter having come before the Court on Plaintiffs' Motion and Memorandum in Support of Preliminary Approval of Class Action Settlement of the above-captioned matter (the "Action") between Plaintiffs H.K. and J.C., minor children, by and through their father and legal guardian Clinton Farwell, and M.W., a minor child, by and through her mother and legal guardian Elizabeth Whitehead ("Plaintiffs"), and Defendant Google LLC ("Defendant" or "Google"), as set forth in the Settlement Agreement and amendment thereto (collectively, "Settlement Agreement") between the Parties, due notice having been given and the Court having duly considered the papers and arguments of counsel, and being fully advised in the premises,

IT IS HEREBY ORDERED as follows:

1. Unless defined herein, all defined terms in this Order shall have the respective meanings ascribed to the same terms in the Settlement Agreement.

2. The Court has conducted a preliminary evaluation of the Settlement set forth in the Settlement Agreement. Based on this preliminary evaluation, the Court hereby finds that the Parties have shown the Court it will likely be able to approve the proposed Settlement, as embodied in the Settlement Agreement, as being fair, reasonable and adequate to the Settlement Class under of Section 2-801 of the Illinois Code of Civil Procedure, subject to further consideration at the Final Approval Hearing to be conducted, as described below. The proposed Settlement appears to be the product of intensive, thorough, serious, informed, and non-collusive negotiations, which included participation in an all-day mediation on September 20, 2022 with the Honorable Stuart E. Palmer (Ret.) of JAMS and extensive negotiations thereafter under the supervision of Judge Palmer, has no obvious deficiencies, and does not improperly grant preferential treatment to the Class Representatives or any Settlement Class Member.

3. Class Definition. Pursuant to Section 2-801 of the Illinois Code of Civil Procedure, and for settlement purposes only, the Court certifies the following Settlement Class, consisting of: all Illinois residents who, while they were enrolled in a school in the State of Illinois, at any time between March 26, 2015 and the date of Preliminary Approval, had a voice model or face model created or had the Voice Match or Face Match feature enabled in their Google Workspace for Education or G Suite for Education (together, “GWFE”) account. Excluded from the Class are: (a) any judge, magistrate, or mediator presiding over the Action and members of their families; (b) Defendant, Defendant’s subsidiaries, parent companies, successors, predecessors, and any entity in which Defendant or its parents have a controlling interest; (c) Class Counsel; and (d) the legal representatives, successors or assigns of any such excluded persons.

4. Final Approval Hearing. A hearing will be held by this Court in the Courtroom of the Honorable Heidi A. Benson at the Ninth Judicial Circuit Court, McDonough County

Courthouse, One Courthouse Square Macomb, Illinois 61455 on _____, 2025 at ____: a.m./p.m., (which is a date that is at least one hundred twenty-five (125) days after entry of this Order) or at such other date and time later set by Court order for the following purposes: (a) to determine whether the Settlement on the terms and conditions provided for in the Settlement Agreement is fair, reasonable, and adequate to the Settlement Class, and should be approved by the Court; (b) to determine whether a Final Approval Order and Judgment should be entered in accordance with the material terms of the Settlement Agreement; (c) to determine whether Class Counsel's motion for an award of attorneys' fees and expenses and for Service Payments to the Class Representatives should be approved; and (d) to consider any other matters that properly may be brought before the Court in connection with the Settlement. Unless otherwise ordered following the entry of this Order, the hearing will be conducted via the Court's zoom link (<https://us06web.zoom.us/j/3098362777>). No password is required.

5. Certification. For settlement purposes only, the Court finds that the Settlement Agreement meets all applicable requirements of Section 2-801 of the Illinois Code of Civil Procedure, including that the Settlement Class is sufficiently numerous, that there are questions of law and fact common to members of the Settlement Class that predominate, that the proposed Class Representatives fairly and adequately protect the interests of the Settlement Class, and that class treatment is an appropriate method for the fair and efficient adjudication of the Action. The Court further finds that: (i) the Settlement is fair, reasonable, and adequate, (ii) the Settlement Agreement has been negotiated at arm's length between experienced attorneys familiar with the legal and factual issues of this case, and (iii) the Settlement warrants Notice of its material terms to the Settlement Class for their consideration and reaction. Therefore, the Court grants preliminary approval of the Settlement.

6. Class Representatives and Class Counsel. For settlement purposes only, the Court hereby approves the appointment of Plaintiffs H.K. and J.C., through their father and legal Guardian Clinton Farwell, and M.W., through her mother and legal guardian, Elizabeth Whitehead as Class Representatives, and Robert Ahdoot and Theodore W. Maya of Ahdoot & Wolfson, PC, John C. Carey of Carey Rodriguez, LLP, Scott Bursor of Bursor & Fisher, P.A., and Frank S. Hedin of Hedin Hall LLP as Class Counsel. Solely for the purposes of effectuating the Settlement, Class Counsel are authorized to act on behalf of the Class Representatives, and all other Settlement Class Members with respect to all acts or consents required by or that may be given pursuant to the Settlement Agreement, including all acts that are reasonably necessary to consummate the Settlement.

7. Settlement Administrator. Pursuant to the Parties' Settlement Agreement, Eisner Amper (formerly Postlethwaite & Netterville) is hereby appointed as Settlement Administrator to supervise and administer the Notice Plan under the Settlement, as well as the processing of claims. Notice of the Settlement and the Final Approval Hearing shall be given by the Settlement Administrator pursuant to the terms and conditions of the Settlement Agreement.

8. Class Notice. The Court (a) approves, as to form and content, of the proposed Google Education BIPA Settlement Claim Form, Long Form Notice, Publication Notice, Summary Notices, and Reminder notice submitted by the Parties as Exhibits 1, 3, 5, 6, 7, and 9, respectively, to the Settlement Agreement; and (b) finds and determines that Direct Notice to Settlement Class Members via U.S. Mail, and publication of the Settlement Agreement, Long Form Notice, Summary Notice, and Claim Form on the Settlement Website, supplemented by any Internet Campaign and Publication Notice deemed appropriate by the Parties, (i) constitutes the best notice practicable under the circumstances, (ii) constitutes notice that is reasonably calculated,

under the circumstances, to apprise Settlement Class Members of the pendency of the Action, their right to submit a Claim (if applicable) their right to exclude themselves from the Settlement Class, the effect of the proposed Settlement (including the Releases to be provided thereunder), Class Counsel's motion for an award of attorneys' fees and expenses and for Service Payments, their right to object to the Settlement, and their right to appear at the Final Approval Hearing; (iii) constitutes due, adequate, and sufficient notice to all Persons entitled to receive notice of the proposed Settlement; and (iv) satisfies the requirements of 735 ILCS 5/2-803 and due process and all other applicable laws and rules. The Court further finds that all of the notices are written in simple terminology, and are readily understandable by Settlement Class Members. The date and time of the Final Approval Hearing shall be included in all notices before they are disseminated. The Parties, by agreement, may revise the notices in ways that are appropriate to update those notices for purposes of accuracy and clarity, and may adjust the layout of those notices for efficient electronic presentation and mailing.

9. Notice Date. The Court hereby directs the Parties and Settlement Administrator to disseminate Notice no later than _____, 2025 ("Notice Date") (*i.e.* a date within thirty-five (35) days after the entry of this Order). The Court directs that the Settlement Administrator cause a copy of the Summary Notice be sent to all members of the Settlement Class who have been identified by Defendant through its records *via* U.S. mail, postage prepaid no later than the Notice Date. For any Summary Notice that has been mailed *via* U.S. mail and returned by the Postal Service as undeliverable, the Settlement Administrator shall re-mail the notice to the forwarding address, if any, provided by the Postal Service on the face of the returned mail or—if no forwarding address is provided on the returned mail—to the forwarding address, if any, in the United States Postal Service's National Change of Address Database. Prior to the dissemination

of any Notice, the Settlement Administrator shall cause copies of the Settlement Agreement, Long Form Notice, Summary Notice, and Claim Form, in forms available for download, to be posted on a website developed for the Settlement (“Settlement Website”). The Settlement Website shall also include a toll-free telephone number, email address, and mailing address through which Settlement Class Members may contact the Settlement Administrator directly.

10. Exclusion from the Settlement Class. A member of the Settlement Class may request to be excluded from the Settlement Class in writing by a request postmarked, or submitted electronically via the Settlement Website, or submitted to an e-mail address established by the Administrator for the purpose of receiving exclusion requests, on or before the Objection and Exclusion Deadline of _____, 2025 (*i.e.* seventy-five (75) days after the Notice Date). In order to exercise the right to be excluded via postal mail, a member of the Settlement Class must timely send a written request for exclusion to the Settlement Administrator providing his/her name, address, and telephone number; the name and number of this case; a statement that he/she wishes to be excluded from the Settlement Class; and a handwritten signature. A request to be excluded that is sent to an email address other than that designated in the Class Notice, or that is not electronically submitted or postmarked within the time specified, shall be invalid and the person serving such a request shall be considered a member of the Settlement Class and shall be bound as a Settlement Class Member by the Agreement, if approved. The request for exclusion must be personally signed by the person requesting exclusion (except for requests for exclusion by Settlement Class Members under the age of eighteen (18), which may be submitted and signed by the person’s parent or legal guardian so long as the request for exclusion indicates that the request is being made by such Settlement Class Member’s parent or legal guardian). So-called “mass” or “class” exclusion requests shall not be allowed.

11. Objections. Any Settlement Class Member may comment in support of, or in opposition to, the Settlement Agreement at his or her own expense. Any objection to this Settlement Agreement, and any papers submitted in support of said objection, shall be valid and entertained by the Court at the Final Approval Hearing only if, on or before the Objection and Exclusion Deadline of _____, 2025 (*i.e.* seventy-five (75) days after the Notice Date), the person making an objection: (i) files his/her objection with the Clerk of Court; (ii) files copies of such papers he/she proposes to submit at the Final Approval Hearing with the Clerk of Court; and (iii) sends copies of such papers *via* United States mail, hand delivery, or overnight delivery to Class Counsel and Defendant's Counsel. A copy of the objection must also be mailed to the Settlement Administrator at the address that the Settlement Administrator will establish to receive requests for exclusion or objections, Claim Forms, and any other communication relating to the Settlement.

12. Any Settlement Class Member who intends to object to the Settlement must include in any such objection: (i) his/her full name, address and current telephone number; (ii) the case name and number of the Action (*i.e.* *H.K. et al. v. Google LLC*, Case No. CC 20LL00017); (iii) proof that he/she is in the Settlement Class; (iv) a statement of the legal and factual basis for the stated objection, including any supporting materials; and (v) the objector's signature. If represented by counsel, the objecting Settlement Class Member must also provide the name and telephone number of his/her counsel, in addition to the information set forth in (i) through (v) above. If the objecting Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, he/she/they must so state in the written objection, and must also identify any witnesses he/she/they may call to testify at the Final Approval Hearing and all exhibits

he/she/they intends to introduce into evidence at the Final Approval Hearing, which must also be attached to, or included with, the written objection.

13. Final Approval Briefing. No later than _____, 2025 (*i.e.* 14 days after the Objection and Exclusion Deadline), Plaintiffs shall move for: (i) final approval of the Settlement Agreement; (ii) final certification of the Settlement Class, including for the entry of a Final Approval Order; (iii) respond to any objections or comments from Settlement Class Members; and (iv) file memorandums in support of the motion for final approval and in response to objections or comments from Settlement Class Members, if any. No later than 14 days prior to the Objection and Exclusion Deadline, Plaintiffs must file their papers in support of Class Counsel's application for attorneys' fees and expenses and for Service Payments.

14. Release. Upon the Effective Date, the Releasing Parties, and each of them, shall be deemed to have, and by operation of the Final Order and Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties, and each of them.

15. The Settlement Agreement and the proceedings and statements made pursuant to the Settlement Agreement and papers filed relating to the Settlement or this Order, are not and shall not in any event be described or construed as, and/or used, offered or received against Google or any other Released Parties as, evidence of and/or deemed to be evidence of any presumption, concession, or admission by any Released Party of the truth of any fact alleged by the Plaintiffs; the validity of any Released Claim; the appropriateness of class certification; the deficiency of any defense that has been or could have been asserted in the Action or in any litigation; the violation of any law or statute; or any liability, negligence, fault, or wrongdoing of any of the Released Parties. Google has denied and continues to deny the claims asserted by Plaintiffs.

Notwithstanding, nothing contained herein shall be construed to prevent a Party from offering the Settlement Agreement into evidence for the purpose of enforcing the Settlement.

16. The certification of the Settlement Class shall be binding only with respect to the Settlement of the Action. In the event that the Settlement Agreement fails to become effective, is overturned on appeal, or does not become final for any reason, the Parties shall be restored to their respective positions in the Action as of the date of the signing of the Settlement Agreement, and no reference to the Settlement Class, the Settlement Agreement, or any documents, communications, or negotiations related in any way thereto shall be made for any purpose.

IT IS SO ORDERED.

DATED: _____

CIRCUIT COURT JUDGE

Exhibit F

PUBLICATION NOTICE

AN ILLINOIS STATE COURT AUTHORIZED THIS NOTICE.

All Illinois Residents Who, While They Were Enrolled in a School in the State of Illinois, at Any Time Between March 26, 2015 and [Date of Preliminary Approval], Had a Google Workspace For Education or G Suite For Education Account May Be Entitled to Get a Payment from a Class Action Settlement.

Si desea recibir esta notificación en español, llámenos o visite nuestra página web.

You must file a Claim Form by [Month Day, Year] to receive cash benefits from this Settlement. To file a Claim Form, click here [hyperlink].

An **\$8.75 million settlement** has been reached in a class action lawsuit against Google LLC (“Google”), which claims that Google violated Illinois law by collecting and storing biometric data of class members in Illinois through its Google Workspace for Education (previously known as “G Suite for Education”) platform without the proper notice and consent. Google denies that it collected or stored biometric data without proper notice and consent, or that it violated Illinois law or any other law. The Court has not decided who is right. For more information or to submit a claim for payment please visit the Settlement Website www.■■■■.com.

Who is Included? You are a Class Member in this Settlement if at any time between March 26, 2015 and **[DATE OF PRELIMINARY APPROVAL]**, you had a voice model or face model created or had the Voice Match or Face Match feature enabled in your Google Workspace for Education or G Suite for Education (together, “GWFE”) account while enrolled in a school in the State of Illinois.

What are the Settlement Terms? The Settlement provides monetary payments to Class Members who submit a valid Claim or Claim Form postmarked or submitted on www.GoogleEducationBIPASettlement.com by **[Month Day, Year]**. Without admitting liability, Google has also agreed to take certain actions, to the extent it is not already doing so, that will benefit Illinois GWFE users. Google will establish an \$8.75 million Settlement Fund. After deducting Court-approved attorneys’ fees and expenses, service payments for the Plaintiffs, and the costs of settlement notice and administration from the Settlement Fund, the remaining funds will be made available, if the settlement is approved, to pay Class Members’ valid claims. Class Members who file valid Claims will be eligible to receive an equal *pro rata* portion of the \$8.75 million Settlement Fund after the deductions listed above. Class Counsel estimate, based on their experience in prior similar matters, that the amount of each valid claim will be between approximately \$30.00 and \$100.00; however, the actual cash amount an individual will receive could be less than or greater than that estimated amount, and will depend on the final amount of Court-approved deductions from the Settlement Fund and the total number of valid Claims submitted by Class Members before the Claims Deadline of **[Month Day, Year]**.

How Can I Get a Payment? The only way to get a payment is to submit a Claim Form. If you submit a Claim Form, you will give up the right to sue Google or any Released Parties in a separate lawsuit about the claims made in this case and released by the Settlement. You must submit a Claim Form by **[CLAIMS DEADLINE]**. You must submit your Claim online at www.GoogleEducationBIPASettlement.com or file a paper Claim Form postmarked by **[Date]**. Paper Claim Forms are available at the Settlement Website or by calling 1-**XXX-XXX-XXXX**. Claim Forms must be completed by an adult of 18 years or older. ***If you are a minor, the Claim Form must be completed by your parent or guardian. If a parent or guardian completes the Claim Form the payment will be made to them, and in such an event, such payment must be used solely for the minor's benefit.***

Your Other Options. If you do nothing, your rights will be affected, and you won't get a payment. If you file a Claim Form, object to the Settlement or do nothing, you are choosing to stay in the Settlement Class. You will be legally bound by all orders of the Court and you will not be able to start, continue or be part of any other lawsuit against Google about the allegations of the case or other Released Claims. If you don't want to be legally bound by the Settlement or receive any benefits from it, you must exclude yourself by **[OPT-OUT/OBJECTION DEADLINE]**. If you do not exclude yourself, you may object to the Settlement by **[OPT-OUT/OBJECTION DEADLINE]**. The Long Form Notice available on the Settlement Website explains how to exclude yourself or object.

The Final Approval Hearing: The Court will hold a Final Approval Hearing on **[FINAL APPROVAL DATE]** to consider whether to approve the Settlement and award Service Payments of up to \$5,000 to the Class Representatives, attorneys' fees of up to 40% of the Settlement Fund, and, reimbursement of expenses, as well as consider any objections. Motions for these fees and expenses will be posted on the Settlement Website when they are filed with the Court. You may appear at the hearing, either yourself or through an attorney hired by you, but you don't have to. The hearing may be held remotely using the Court's Zoom videoconference link (<https://us06web.zoom.us/j/3098362777>) at the Court's discretion. For more information and updates, call or visit the Settlement Website, www.GoogleEducationBIPASettlement.com.

More Information: This notice is only a summary. Complete information about all of your rights and options, as well as a Claim Form, a more detailed Long Form Notice, the Settlement Agreement, and other relevant documents are available at www.GoogleEducationBIPASettlement.com, by emailing [info@\[REDACTED\].com](mailto:info@[REDACTED].com), or by calling toll-free 1-**888-888-8888**.

IMPORTANT NOTE: The dates and deadlines may be changed without further notice to the Settlement Class, so please check the Settlement Website, www.GoogleEducationBIPASettlement.com.

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

Exhibit G

SUMMARY NOTICE

AN ILLINOIS STATE COURT AUTHORIZED THIS NOTICE.

All Illinois Residents Who, While They Were Enrolled in a School in the State of Illinois, at Any Time Between March 26, 2015 and [Date of Preliminary Approval], Had a Voice Model or Face Model Created or Had the Voice Match or Face Match Feature Enabled in Their Google Workspace For Education or G Suite For Education Account May Be Entitled to Get a Payment from a Class Action Settlement.

Si desea recibir esta notificación en español, llámenos o visite nuestra página web.

You must file a Claim Form by [Month Day, Year] to receive cash benefits from this Settlement. To file a Claim Form, click here [hyperlink].

An **\$8.75 million settlement** has been reached in a class action lawsuit against Google LLC (“Google”), which claims that Google violated Illinois law by collecting and storing biometric data of class members in Illinois through its Google Workspace for Education (previously known as “G Suite for Education”) platform without the proper notice and consent. Google denies that it collected or stored biometric data without proper notice and consent, or that it violated Illinois law or any other law. The Court has not decided who is right. For more information or to submit a claim for payment please visit the Settlement Website www.GoogleEducationBIPASettlement.com.

Who is Included? You are a Class Member in this Settlement if at any time between March 26, 2015 and **[DATE OF PRELIMINARY APPROVAL]**, you had a voice model or face model created or had the Voice Match or Face Match feature enabled in your Google Workspace for Education or G Suite for Education (together, “GWFE”) account while enrolled in a school in the State of Illinois.

What are the Settlement Terms? The Settlement provides monetary payments to Class Members who submit a valid Claim or Claim Form postmarked or submitted on www.GoogleEducationBIPASettlement.com by **[Month Day, Year]**. Without admitting liability, Google has also agreed to take certain actions, to the extent it is not already doing so, that will benefit Illinois GWFE users. Google will establish an \$8.75 million Settlement Fund. After deducting Court-approved attorneys’ fees and expenses, service payments for the Plaintiffs, and the costs of settlement notice and administration from the Settlement Fund, the remaining funds will be made available, if the settlement is approved, to pay Class Members’ valid claims. Class Members who file valid Claims will be eligible to receive an equal *pro rata* portion of the \$8.75 million Settlement Fund after the deductions listed above. Class Counsel estimate, based on their experience in prior similar matters, that the amount of each valid claim will be between approximately \$30.00 and \$100.00; however, the actual cash amount an individual will receive could be less than or greater than that estimated amount, and will depend on the final amount of

Court-approved deductions from the Settlement Fund and the total number of valid Claims submitted by Class Members before the Claims Deadline of **Month Day, Year**.

How Can I Get a Payment? The only way to get a payment is to submit a Claim Form. If you submit a Claim Form, you will give up the right to sue Google or any Released Parties in a separate lawsuit about the claims made in this case and released by the Settlement. You must submit a Claim Form by **[CLAIMS DEADLINE]**. You must submit your Claim online at www.GoogleEducationBIPASettlement.com or file a paper Claim Form postmarked by **[Date]**. Paper Claim Forms are available at the Settlement Website or by calling 1-**XXX-XXX-XXXX**. Claim Forms must be completed by an adult of 18 years or older. ***If you are a minor, the Claim Form must be completed by your parent or guardian. If a parent or guardian completes the Claim Form, then payment will be made to them. In such an event, the payment must be used solely for the minor's benefit.***

Your Other Options. If you do nothing, your rights will be affected, and you won't get a payment. If you file a Claim Form, object to the Settlement or do nothing, you are choosing to stay in the Settlement Class. You will be legally bound by all orders of the Court and you will not be able to start, continue or be part of any other lawsuit against Google about the allegations of the case or other Released Claims. If you don't want to be legally bound by the Settlement or receive any benefits from it, you must exclude yourself by **[OPT-OUT/OBJECTION DEADLINE]**. If you do not exclude yourself, you may object to the Settlement by **[OPT-OUT/OBJECTION DEADLINE]**. The Long Form Notice available on the Settlement Website explains how to exclude yourself or object.

The Final Approval Hearing: The Court will hold a Final Approval Hearing on **[FINAL APPROVAL DATE]** to consider whether to approve the Settlement and award Service Payments of up to \$5,000 to the Class Representatives, attorneys' fees of up to 40% of the Settlement Fund, and, reimbursement of expenses, as well as consider any objections. Motions for these fees and expenses will be posted on the Settlement Website when they are filed with the Court. You may appear at the hearing, either yourself or through an attorney hired by you, but you don't have to. The hearing may be held remotely using the Court's Zoom videoconference link (<https://us06web.zoom.us/j/3098362777>) at the Court's discretion. For more information and updates, call or visit the Settlement Website, www.GoogleEducationBIPASettlement.com.

More Information: This notice is only a summary. Complete information about all of your rights and options, as well as a Claim Form, a more detailed Long Form Notice, the Settlement Agreement, and other relevant documents are available at the Settlement Website, www.GoogleEducationBIPASettlement.com, by emailing info@GoogleEducationBIPASettlement.com, or by calling toll-free 1-**XXX-XXX-XXXX**.

IMPORTANT NOTE: The dates and deadlines may be changed without further notice to the Settlement Class, so please check the Settlement Website, www.GoogleEducationBIPASettlement.com.

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