

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 May 15, 2025, 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 1-844-768-1451.
- You are a Class Member and are affected by this Settlement if at any time between March 26, 2015 and **May 15, 2025**, 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 **October 16, 2025**.
- 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 1-844-768-1451.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
<p>SUBMIT A CLAIM FORM:</p> <p>DEADLINE: October 16, 2025</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 October 16, 2025.</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 1-844-768-1451.</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: September 1, 2025</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 September 1, 2025. For more information see Question 17 below.</p>
<p>OBJECT TO OR COMMENT ON THE SETTLEMENT</p> <p>DEADLINE: September 1, 2025</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 September 1, 2025. For more information see Question 20 below.</p>
<p>GO TO THE “FINAL APPROVAL” HEARING DATE: October 14, 2025</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>

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Questions? Go to www.GoogleEducationBIPASettlement.com or call 1-844-768-1451.

at 2:30 p.m.	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.

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**This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.GoogleEducationBIPASettlement.com or call 1-844-768-1451.**

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

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Questions? Go to www.GoogleEducationBIPASettlement.com or call 1-844-768-1451.

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 **May 15, 2025**, you 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 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.

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Questions? Go to www.GoogleEducationBIPASettlement.com or call 1-844-768-1451.

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@GoogleEducationBIPASettlement.com, or call the Settlement Administrator's toll-free number at 1-844-768-1451.

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 **October 16, 2025** (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 **October 16, 2025**.

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.

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Questions? Go to www.GoogleEducationBIPASettlement.com or call 1-844-768-1451.

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 October 16, 2025, or by mail postmarked by October 16, 2025. You may download the Claim Form from www.GoogleEducationBIPASettlement.com or call 1-844-768-1451 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 1-844-768-1451 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 3395
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 1-844-768-1451, emailing the Settlement Administrator at info@GoogleEducationBIPASettlement.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

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Questions? Go to www.GoogleEducationBIPASettlement.com or call 1-844-768-1451.

Settlement is scheduled for **October 14, 2025 at 2:30 p.m.** 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@GoogleEducationBIPASettlement.com, or by writing to:

*Google Education BIPA Settlement Administrator
P.O. Box 3395
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 **September 1, 2025**, 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

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Questions? Go to www.GoogleEducationBIPASettlement.com or call 1-844-768-1451.

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 cc@GoogleEducationBIPASettlement.com or by leaving a message at 1-844-768-1451.

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)

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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@GoogleEducationBIPASettlement.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 **September 1, 2025**:

*Google Education BIPA Settlement Administrator
P.O. Box 3395
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 **September 1, 2025**, 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

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Questions? Go to www.GoogleEducationBIPASettlement.com or call 1-844-768-1451.

overnight delivery to Class Counsel and Defendant's Counsel 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 3395 Baton Rouge, LA 70821 <i>cc@GoogleEducationBIPASettlement.com</i>	Counsel for Google c/o G Education BIPA Settlement Administrator P.O. Box 3395 Baton Rouge, LA 70821 <i>cg@GoogleEducationBIPASettlement.com</i>
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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 **October 14, 2025 at 2:30 p.m.** 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

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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 **September 1, 2025**, 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 **September 1, 2025**: (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

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

Questions? Go to www.GoogleEducationBIPASettlement.com or call 1-844-768-1451.

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@GoogleEducationBIPASettlement.com, by calling 1-844-768-1451 or by writing to Google Education BIPA Settlement Administrator, P.O. Box 3395, 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 3395
Baton Rouge, LA 70821
cc@GoogleEducationBIPASettlement.com

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

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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.

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